

CONTRACT DOCUMENTS

FOR

**Project No. 2016-01EL, “West Barbour Street 12kV Underground
Reconductoring”**

IN THE CITY OF BANNING



PREPARED BY:

**ELECTRIC UTILITY DEPARTMENT
176 E. LINCOLN STREET
BANNING, CALIFORNIA 92220
JANUARY 2016**

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SECTION I - PROCEDURAL DOCUMENTS

SECTION 1.1
OF
PROCEDURAL DOCUMENTS

INVITATION FOR BIDS

Sealed Bids for **Project No. 2016-01EL, “West Barbour Street 12kV Underground Reconductoring”** will be received by the CITY OF BANNING ("Owner") until **2:30 p.m.**, Pacific Standard Time on **Monday, February 8, 2016**, and then publicly opened and read aloud at the location listed below:

CITY CLERK'S OFFICE
BANNING CITY HALL
99 E. RAMSEY STREET

The principal items of work includes the furnishing of all labor, materials, equipment, services, and incidentals necessary for installation of underground electrical utilities for improvements at 12th Street, Barbour Street, 16th Street and Westward Avenue in the City of Banning, California, as set forth in the Construction Documents which include, but are not limited to, the Drawings, Addenda and Specifications. The work shall be completed per the current Greenbook and the City of Banning Specifications.

Copies of the Project Bid Documents may be obtained on the City of Banning website in PDF format at <http://ci.banning.ca.us/bids.aspx>.

A MANDATORY Pre-Bid Meeting will be held on Wednesday, January 27, 2016 at 10:00 a.m. at 176 E. Lincoln Street, Banning, CA 92220. Any questions pertaining to this Invitation to Bid shall be directed to Brandon Robinson at brobinson@ci.banning.ca.us no later than February 2, 2016 at 2pm.

Bidders on this work will be required to comply with the California Labor Code Section 1410 et. seq., California Labor Code Section 1777.6, and implementing regulations concerning equal opportunity for Apprentices. This project is also subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR) through Senate Bill 854: Prevailing Wage Compliance Monitoring.

All contractors and subcontractors who bid on this work must be registered with DIR pursuant to California Labor Code section 1725.5, with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a).

The Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and the general rate for holiday and over-time work in the locality in which the work is to be performed for each craft or type of workmen needed to execute the Contract or Work as hereinafter set forth (see Labor code 1770 et seq.). Copies of rates are on file at the

office of the Owner, which copies shall be made available to review to any interested party on request. The successful Bidder shall post a copy of such determinations at the job site. Attention is called to the fact that not less than the minimum salaries and wages shall be paid on this Project by all Contractors and Subcontractors. The Contractor will be required to pay the higher of State or Federal prevailing wage rates.

Bids are required for the entire work described herein. This contract is subject to the State contract nondiscrimination and compliance requirements pursuant to Government Code Section 12990.

The City of Banning hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in being considered for an award.

Each Bid shall be submitted on a form furnished as part of the Contract documents. All Bids shall be accompanied by cash, cashiers or certified check payable to the order of the City of Banning, amounting to ten percent (10%) of the Bid, or by a bond in said amount and payable to said Owner signed by the bidder and a corporate surety. The amount so posted shall be forfeited to the Owner if the bidder depositing the same does not, within fifteen (15) days after written notice has been mailed to bidder that the contract has awarded to such bidder, enter into a contract with the Owner.

The Contractor will be required to submit a certificate of insurance, which indemnifies the Owner for damage to any portion of the work resulting from fire, explosion, hail, lightning, flood, vandalism, malicious mischief, wind, collapse, riot, aircraft, or smoke. The Contractor will also be required to submit a Payment Bond and a Contract Performance Bond, each in the amount of one hundred (100) percent of the Contract Price, with a corporate surety approved by the Owner. All Bonds must be in the form required by the Owner (substitutions are not permitted) and the Company must be authorized to conduct/transact business in the State of California.

PAYMENT

Progress payments will be made in accordance with the provisions of the General Conditions and/or Specifications and on itemized estimates duly certified and approved by the Owner submitted in accordance therewith, based on labor and materials incorporated into said Work during the preceding month by the Contractor.

Payment shall not be made more often than once each thirty (30) days. Final payment shall be made thirty-five (35) days subsequent to recordation of Notice of Completion.

The agency shall hold retention from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work, and pay retention to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted, including incremental

acceptances of portions of the Contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor.

SUBSTITUTION OF SECURITIES

The Contractor may, at his sole cost and expense, substitute securities equivalent to any moneys withheld by the Owner to ensure performance under the contract. Such securities shall be deposited with the Owner or with a state or federally chartered bank as escrow agent who shall pay such moneys to the Contractor upon satisfactory completion of the contract.

The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive interest thereon, if any. Securities eligible for substitution shall include those listed in Public Contract Code Section 22300.

REQUIRED LICENSE CLASSIFICATION

Under Section 7059 of the Business and Professions Code, the bidder (or a subcontractor listed by the bidder) must have a license classification, which is sufficient to perform a majority of the project. The Owner has determined that a **Class A** license is necessary to bid this project. If the bidder is a specialty contractor, the bidder is alerted to the requirements of Business and Professions Code Section 7059.

AWARD AND EXECUTION

The award of contract, if made, will be within forty-five (45) calendar days from the date of the bid opening.

The Contractor shall execute the Contract within fifteen (15) calendar days after he has been notified in writing of the award.

The Owner hereby reserves the right to reject any and all proposals, to waive any irregularity, award any combination of schedules and to award the contract to the lowest responsive and responsible bidder. In case the lowest bid proposal is higher than the Engineer's estimate, the owner reserves the right to negotiate a contract with the lowest responsive and responsible bidder. No bidder may withdraw his bid for a period of forty-five (45) calendar days after the bid opening.

CITY OF BANNING, CALIFORNIA

Dated: January 12, 2016

By: _____

Title: CITY CLERK

SECTION 1.2
OF
PROCEDURAL DOCUMENTS

INSTRUCTIONS TO BIDDER

Bids will be received by the CITY OF BANNING, herein called the “Owner”, at the office of the City Clerk, 99 East Ramsey Street, Banning, CA 92220, **Monday, February 8, 2016**, and then at said office publicly opened and read aloud.

Each Bid must be submitted in a sealed envelope, addressed to the Owner at the above-referenced address. Each sealed envelope containing a Bid must be plainly marked on the outside as **PROJECT NO. 2016-01EL, “West Barbour Street 12kV Underground Reconductoring”** and the envelope should bear on the outside the name of the Bidder, his address, his license number and the project number, if applicable. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Owner at the above-referenced address.

All Bids must be made on the required Bid form (Section 1.3). All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid form, including all attachments, must be fully completed and executed when submitted.

The Owner may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within forty-five (45) calendar days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.

Bidders must satisfy themselves of the character of the work to be performed by examination of the site and review of the Contract Documents, including Addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the nature of the work to be done.

The Plans and Specifications are hereby made a part of this contract.

Deadline for submittal of bid Request For Information (RFIs) is January 2, 2016 at 2:00 p.m. local time. Submit all inquiries to Brandon Robinson, City of Banning Electric Utility, 176 E. Lincoln St., Banning, CA 92220, by phone (951)922-3263 or by e-mail at brobinson@ci.banning.ca.us.

The owner shall provide to Bidders prior to Bidding, all information that is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall

not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

Each Bid shall be submitted on a form furnished as part of the Contract Documents. All Bids shall be accompanied by cash, cashier's or certified check payable to the order of the "City of Banning" amounting to ten percent (10%) of the bid, or by a bond in said amount and payable to the Owner, signed by the bidder and a corporate surety, or by the bidder and two sureties who shall justify before any officer competent to administer an oath, in double said amount and over and above all statutory exemptions. The amount so posted shall be forfeited to the Owner in case the bidder depositing the same does not, within fifteen (15) days after written notice has been mailed to Bidder that the contract has been awarded to such bidder, enter into a contract with the Owner.

As soon as the Bid prices have been compared, the Owner will return the Bid Bonds of all except the three lowest responsive and responsible Bidders. When the Agreement is executed, the bonds of the two remaining unsuccessful Bidders will be returned. The Bid Bond of the successful Bidder will be retained until all Contract Documents have been executed and approved, after which it will be returned.

Bonds must be in the form required by the Owner (substitutions are not permitted) and the company must be authorized to conduct/transact business in the State of California.

The Contractor will be required to submit a Payment Bond and a Contract Performance Bond (on the required form), in the amount of 100% of the Contract Price, with a corporate surety approved by the Owner.

The Contractor may, at his sole cost and expense, substitute securities equivalent to any moneys withheld by the Owner to ensure performance under the contract. Such securities shall be deposited with the Owner or with a state or federally chartered bank as escrow agent who shall pay such moneys to the Contractor upon satisfactory completion of the contract.

The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive interest thereon, if any. Securities eligible for substitution shall include those listed in Public Contract Code Section 22300.

Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Contract Performance Bonds must file with each Bond a certified and effective dated copy of their power of attorney.

The party to whom the Contract is awarded will be required to execute the Agreement and submit the Insurance Certificates on the required forms within fifteen (15) calendar days from the date when Notice of Award is delivered to the Bidder. Please see the attached appendix A "City of Banning Insurance Requirements for Contractors" for additional information.

The Notice of Award shall be accompanied by the necessary Agreement and Insurance Certificate forms. In case of failure of the bidder to execute the Agreement, the Owner may at his option consider the bidder in default; in which case the Bid Bond accompanying the proposal shall become the property of the owner and award the contract to the next lowest bidder.

The Owner, within fifteen (15) days of receipt of acceptable Insurance Certificates and Agreement signed by the party to whom the Contract was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may by Written Notice withdraw his signed Agreement. Such notice of Withdrawal shall be effective upon receipt of the notice by the Owner.

The Notice to Proceed shall be issued within ten (10) days of the execution of the agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the above-specified period or within the period mutually agreed upon, the contractor may terminate the Agreement without further liability on the part of either party.

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligation of the Agreement and to complete the Work contemplated therein.

A conditional or qualified Bid will not be accepted. Award, if made, will be made to the lowest responsive and responsible Bidder, as determined by the Owner.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout.

Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his Bid.

All Bidders shall supply the names and addresses of major material suppliers, subcontractors and references as required as set forth in the Bid.

SECTION 1.3
OF
PROCEDURAL DOCUMENTS

BID

Proposal of _____,
hereinafter called "bidder", organized and existing under the laws of the State of California,
doing business as _____.
*insert "a corporation", "a partnership", or "an individual", as applicable.

To the CITY OF BANNING, hereinafter called "Owner":

In compliance with your Invitation for Bids and Instruction to Bidders, Bidder hereby proposes to perform all work for the **Project No. 2016-01EL, "West Barbour Street 12kV Underground Reconductoring"** in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, the Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees that the Owner shall have a period of forty-five (45) calendar days after opening of bids within which to accept or reject the bids.

Bidder agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to achieve Substantial Completion **within Sixty (60) calendar days**. Final Completion shall be achieved within seven (7) calendar days following receipt of Substantial Completion punch-list.

Bidder agrees that if the project is not fully completed within said time, he shall pay as liquidated damages, the sum of **\$500.00** for each calendar day thereafter as provided in the General Conditions, and that this amount shall be presumed to be the amount of damages sustained by Owner in the event of such a breach by Bidder, as it would be impractical or extremely difficult to fix the actual damage.

BID SCHEDULE

PROJECT NO. PROJECT NO. 2016-01EL, “West Barbour Street 12kV Underground Reconductoring”

The Bid Schedule includes Bid Items 1 through 12. The work of each Bid Item is specified or shown in the Contract documents.

Bidder will perform and complete the work in accordance with the Contract documents for the following Lump Sum and Unit Prices.

A Lump Sum or Unit Price, as applicable, shall be offered for each Bid Item; failure to do so shall render the Bid non-responsive. All prices shall be in legible figures (not words) written in ink or typed. Unit Prices shall be multiplied by the Estimated Quantity (“Est. Qty.”) to calculate the Extended Amount.

Lump Sum Items: the bidder is to provide the price to perform all work as specified or shown herein, including labor, materials, equipment and all overhead and profit, as well as any other ancillary costs associated with completing this work.

Unit Price Items: the bidder is to provide a unit price and should include all labor, materials, equipment and all overhead and profit, as well as any other ancillary costs associated with completing the work. The Contractor will be compensated for the actual unit quantities performed in accordance with the terms and conditions set forth in the Contract.

Bid **Lump Sum** and **Unit Prices** shall include all applicable taxes.

The **Schedule II Bid Price** shall be the sum of the amounts for Bid Items 1 through 12.

Having carefully examined the Contract documents, as well as the site of the work, and the availability of materials and labor, Bidder proposes to perform the work identified in the Contract documents under the terms and conditions contained herein for the prices and amounts set forth below.

Bid Schedule II pertains to all work as shown on drawing E-1228.

Bid Item	Description	Est. Qty.	Unit	Unit Price	Total
1	Potholing	1	LS		
2	Permits and Licensing	1	LS		
3	Traffic Control	1	LS		

Bid Item	Description	Est. Qty.	Unit	Unit Price	Total
4	Trench Excavation and Native Backfill for primary up to 60" (36" minimum cover depth)	2,500	LF		
5	Installation of Conduit (including all sweeps)	2,400	LF		
6	Slurry Backfill*	210	CY		
7	Installation of Concrete Hand Hole	2	EA		
8	Installation of PVC Risers at Poles	20	LF		
9	Concrete Sidewalk and Pavement Restoration	10	CY		
10	Asphalt Concrete Pavement Restoration, including Type II Aggregate Base Course	4,400	SF		
11	Grind and Overlay 1/10 ft. Thick (Street)	14,880	SF		
12	Landscape Restoration	1	LS		
BID PRICE				\$	

BID AMOUNT IN WORDS: _____

* Slurry Backfill shall constitute a unit price adjustment to Bid Item 4. The unit price adjustment shall include all costs associated with the use of Slurry Backfill in lieu of native material for trench backfill, including the removal and disposal of surplus native material not used in the work. The unit price adjustment shall be made when Slurry Backfill is called for on the Drawings or as directed by the City. The unit price adjustment shall not be made when Slurry Backfill is used at the Contractor's decision in place of native backfill.

NOTE: This Bid Schedule will be included by the Contractor as a part of their bid. The City of Banning reserves the right to reduce quantities without a change in the Contractor's Bid Prices, due to a possible reduction in funding, at the time of contract award.

ADDENDA

Bidder acknowledges receipt of the following Addenda:

Addendum No.: _____ DATED: _____

Addendum No.: _____ DATED: _____

Addendum No.: _____ DATED: _____

Confirmed by Bidder: _____
(signature of authorized representative)

Print Name: _____

Corporate Title: _____

NON COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

COUNTY OF _____

_____, being first duly sworn, the party making the
(Name of Bidder)

foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

(Signature)

(Typed Name)

SUBSCRIBED BEFORE ME on this _____ day of _____, 2016.

Notary Public

My commission Expires:

BID SECURITY OR BOND

There is enclosed herewith bid security or bond in the following form (check one):

- ☐ Cash (10%)
- ☐ Cashier's Check or Certified Check (10%)
- ☐ Bond - 1 Surety (10%)

in the sum of _____ (____) percent of the base bid of _____ (\$_____), made payable to the order of the City of Banning, and the undersigned agrees that in case of his failure to execute the necessary Contract and furnish the required bonds and insurance certificates, the cashier's check or surety bond and the money payable thereon shall be and remain the property of the CITY OF BANNING.

WITHDRAWAL OF BID

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving Bids.

VISITING THE SITE

The undersigned has thoroughly examined the Location Map and Addenda (if any), has visited the site, and is thoroughly familiar with the contents and all of the conditions thereof. The undersigned is aware of and will observe all security regulations enforced at this facility. Contractor understands that the project site consists of various locations, throughout the City.

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100 - 4108 of the Public Contract Code of the State of California, and any amendments thereto, each Bidder shall set forth below, the name and location of the mill, shop, or office of each subcontractor who will perform work or labor, or render service to the Contractor in an amount in excess of one-half (1/2) of one (1) percent of the total Bid to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself and he shall not be permitted to subcontract that portion of the work except under conditions permitted by law.

LIST OF SUBCONTRACTORS

Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original Bid shall only be permitted in case of public emergency or necessity, or otherwise permitted by law, and then only after a finding reduced to writing as a public record of the Owner.

LIST OF SUBCONTRACTORS

NAME:	License No and Classification	DBE/MBE __Yes __No
ADDRESS:	Telephone: Fax:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total bid

NAME:	License No and Classification	DBE/MBE __Yes __No
ADDRESS:	Telephone: Fax:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total bid

NAME:	License No and Classification	DBE/MBE __Yes __No
ADDRESS:	Telephone: Fax:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total bid

LIST OF MATERIAL SUPPLIERS

NAME:	MATERIAL(S) TO BE SUPPLIED	
ADDRESS:	Telephone:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total bid

NAME:	MATERIAL(S) TO BE SUPPLIED	
ADDRESS:	Telephone:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total bid

NAME:	MATERIAL(S) TO BE SUPPLIED	
ADDRESS:	Telephone:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total bid

LIST OF MATERIAL SUPPLIERS - cont.

NAME:	MATERIAL(S) TO BE SUPPLIED	
ADDRESS:	Telephone:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total bid

NAME:	MATERIAL(S) TO BE SUPPLIED	
ADDRESS:	Telephone:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total bid

NAME:	MATERIAL(S) TO BE SUPPLIED	
ADDRESS:	Telephone:	Ownership (Circle One) Minority Women Not Applicable
City, Zip:	Bid Item No.	% of Total bid

LIST OF MATERIALS

The Contractor shall submit this sheet with his Bid, completed, to list details of materials he intends to use. It shall be understood that where the Contractor elects not to use the material manufacturers called for in the Contract documents he will substitute only items of equal quality, durability, functional character and efficiency as determined by the Engineer. It is the Contractor's responsibility to ascertain prior to bidding the acceptability of substitutes. No adjustment to the Contract price will be made for Contractor's failure to seek approval of substitutes prior to submitting its bid, except as permitted herein. Only one manufacturer shall be listed for each item.

Item #	Item or Material Description	Qty	Manufacturer	Make & Model Number	Vendor / Supplier

No change shall be allowed of any material manufacturer listed above after receipt of Bids unless the manufacturer so listed cannot furnish materials meeting the Specifications. Should such change be allowed, there will be no increase in the amount of the Bid originally submitted.

ANTI-TRUST CLAIM

In submitting a Bid to a public purchasing body, the Bidder offers and agrees that if the Bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the Bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.

DECLARATION OF ACCURACY

I, the undersigned, declare under penalty of perjury that the information presented in this bid, including without limitation the Contractor's license number and expiration date, are true and correct to the best of my knowledge. The bid of any Bidder not signed by the Bidder, or not containing the Bidder's license number and license expiration date, or containing information which is subsequently proven false, shall be considered nonresponsive and shall be rejected.

_____ Signature	_____ Address
_____ Title	_____ City, State, Zip
_____ Date	_____ Telephone
_____ Contractor's License No.	_____ Type of License
_____ Federal ID No. (If applicable)	_____ Expiration Date of License

(SEAL - if Bid is by a corporation)

ATTEST

CERTIFICATION
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700 et. Seq. of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work of this Contract.

Contractor agrees to utilize federal job classifications for the submittal of the certified payrolls and further agrees to pay all of its employees the higher of the prevailing State or Federal wages.

CONTRACTOR:

Firm Name

By

Title

QUESTIONNAIRE REGARDING BIDDERS

Number of years engaged in the contracting business under present business name _____
_____.

List of at least the last three contracts performed which show experience in working on a project of a nature similar to that covered in this proposal. If none, so indicate. Attach separate list of references if necessary.

Year		Type of Work	Contract Amt.	Location	Contact person/phone
1					
2					
3					
4					
5					
6					
7					

State of California Contractor's License No.: _____

Contractor's License Expiration Date: _____

SECTION 1.4
OF
PROCEDURAL DOCUMENTS

BID SUBMITTAL CHECKLIST

Bidder confirms that the following documents are fully completed, included in and made a part of its Bid.

- ☐ Bid – Page I-8
- ☐ Bid Schedule – I-9 & I-10
- ☐ Addenda Acknowledgement – I-11
- ☐ Non-Collusion Affidavit – I-16
- ☐ Bid Security or Bond – I-17, I-26 & I-27
- ☐ List of Subcontractors – I-18
- ☐ List of Material Suppliers – I-19 & I-20
- ☐ List of Materials – I-21
- ☐ Declaration of Accuracy – I-22
- ☐ Labor Code Certification – I-23
- ☐ Questionnaire Regarding Bidders – I-24
- ☐ Corporate Certificate – I-32
- ☐ Preliminary Project Schedule
- ☐ Bid Submittal Checklist – I-25

Confirmed by Bidder _____
(signature of authorized representative)

Print Name: _____

Corporate Title: _____

SECTION 1.5
OF
PROCEDURAL DOCUMENTS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto the CITY OF BANNING as Owner in the penal sum of _____ for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2016. The Condition of the above obligation is such that whereas the Principal has submitted to the CITY OF BANNING a certain Bid; attached hereto and hereby made a part hereof to enter into a contract in writing for the

Project No. 2016-01EL, “West Barbour Street 12kV Underground Reconductoring”

NOW, THEREFORE,

- A. If said Bid shall be rejected, or
- B. If said Bid shall be accepted and the Principal shall execute and deliver, within fifteen (15) days after the Notice of Award, a contract in the form attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said Contract and for the payment of all persons performing labor or furnishing materials in connection therewith, the required Insurance Certificates, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims there under shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Two Witnesses
(If Individual):

Principal: _____

By: _____

Title _____

ATTEST (If Corporation):

By _____

Title _____

(Corporate Seal)

SURETY: _____

ATTEST:

By: _____

By _____

Title _____

Title _____

(Corporate Seal)

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance code.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and address of Agent or Representative in California, if different from above)

(Telephone number and address of Surety and Agent or Representative in California)

SECTION 1.6
OF
PROCEDURAL DOCUMENTS
AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2016 by and between the CITY OF BANNING, hereinafter called "Owner" doing business as a corporation hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, it is agreed that:

1. The Contractor will commence and complete the **Project No. 2016-01EL, "West Barbour Street 12kV Underground Reconductoring"** as per the specifications.
2. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project described herein.
3. The Contractor will commence the Work required by the Contract Documents as directed by City of Banning designated personnel.
4. Owner and Contractor have discussed the provisions of Civil Code 1671 and the damages, which may be incurred by Owner if the Work is not completed within the time specified in this Agreement. Owner and Contractor hereby represent that at the time of signing this Agreement, it is impractical and extremely difficult to fix the actual damage which will be incurred by owner if the Work is not completed within the number of working days allowed.
5. The Contractor hereby acknowledges that the plans and specifications are made as a part of this contract.
6. The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum _____ or as shown in the Notice of Award; subject to additions and deductions, if any, in accordance with said documents. Payment shall be made in accordance with the Contract Documents. Contractor may, at his sole cost and expense, substitute securities equivalent to any moneys withheld by the Owner to ensure performance under the contract. Such securities shall be deposited with the Owner or with a state or federally chartered bank acceptable to owner as escrow agent who shall pay such moneys to the Contractor upon satisfactory completion of the contract. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. Securities eligible for substitution shall include those listed in Public Contract Code Section 22300.

1. The term "Contract Documents" means and includes the following:

- a. Invitation for Bids – Section I
- b. Instruction to Bidders
- c. Bid
- d. Bid Bond
- e. Agreement
- f. Payment Bond
- g. Contract Performance Bond
- h. Certificates of Insurance and Endorsements
- i. Notice of Award
- j. Notice to Proceed
- k. Change Orders
- l. Section II - General Conditions
- m. Section III - Supplemental General Conditions
- n. Section IV - Special Provisions, Standard Drawings and Details
- o. Specifications prepared by the City of Banning or consultant
- p. Addenda:

No. _____, dated _____, 2016

No. _____, dated _____, 2016

No. _____, dated _____, 2016

No. _____, dated _____, 2016

- 8. The owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
- 9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 10. Should any litigation or arbitration be commenced between the parties hereto concerning said project, any provisions of this Contract, or the rights and obligations of either in relation thereto the party, Owner or Contractor, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for his attorney's fees in such litigation, and court costs.
- 11. Pursuant to Section 1770 et. seq., the following, of the California Labor Code, the successful bidder shall pay not less than the higher of State or Federal prevailing rate of per diem wages. The owner has obtained the State Prevailing wage rates from the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the owner, which copies shall be made available for review to any interested party on request.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in copies each of which shall be deemed an original on the date first above written.

OWNER:

CITY OF BANNING:

By: _____

Name: _____
Please Type

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

CONTRACTOR:

(SEAL)

By: _____

Name: _____

Title: _____

Please Type

Address: _____

Contractor's License No. _____

ATTEST:

By: _____

Name: _____

Title: _____

All signatures on this Contract Agreement on behalf of the Contractor must be acknowledged before a Notary Public. In the event that the Contractor is a corporation, the President/Vice President and the corporate secretary of the corporation must sign and the corporate seal must be affixed thereto.

CORPORATE CERTIFICATE

I, _____, certify that I am the Corporate Secretary of the _____ Corporation named as CONTRACTOR in the foregoing contract; that _____, who signed said contract on behalf of the CONTRACTOR was then _____ of said corporation; and that said contract was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

Name: _____

(SEAL)

ATTEST:

Name _____
(Please Print)

Title _____

SECTION 1.7
OF
PROCEDURAL DOCUMENTS

PAYMENT BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the City of Banning
(referred to hereinafter as "Obligee") has awarded
to _____ (hereinafter
designated as the "Contractor") a contract dated _____, for work
described as follows:

Project No. 2016-01EL, "West Barbour Street 12kV Underground Reconductoring"
(hereinafter referred to as the "Public Work Contract"); and

WHEREAS said Contractor is required to furnish a bond in connection with said Public Work Contract, and pursuant to Section 3247 of the California Civil Code;

NOW, THEREFORE, we _____, the
undersigned Contractor, as Principal, and _____, a
corporation organized and existing under the laws of the State of _____, and
duly authorized to transact business under the laws of the State of California, as Surety, are held
and firmly bound unto the CITY OF BANNING and to any and all persons, companies or
corporation entitled to file stop notices under Section 3181 of the California Civil Code in the
sum _____ of

Dollars (\$_____), said sum being not less than 100 percent of the total amount
payable by the said obligee under the terms of the said Public Work Contract, for which payment
will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors
and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Contractor, his or its heirs,
executors, administrators, successors or assigns, or Subcontractors, shall fail to pay for any
materials, provisions, vendor or other supplies or teams, implements or machinery used in, upon,
for or about the performance of the Public Work contracted to be done, or for any work or labor
thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect
to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the
Franchise Tax Board from the wages of employees of said Contractor and his Subcontractors
pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work and
labor as required by the provisions of Section 3247 through 3252 of the Civil Code, the Surety or
Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond,
otherwise the above obligation shall be void. In case suit is brought upon this bond, the said

Surety or Sureties will pay a reasonable attorney's fee to be fixed by the Court. In addition to the provisions herein above, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to serve stop notices under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Public Work Contract or to the work to be performed there under or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

No final settlement between the Obligee and the Contractor hereunder shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2016.

PRINCIPAL:

By _____

SURETY:

By _____

Attorney-in-fact

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code.

[illegible]

On _____ before me, _____ personally appeared _____
 _____ who proved to me on the basis of satisfactory
 evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
 acknowledged to me that (he/she/they) executed the same in his/her/their/ authorized
 capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity
 upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

Signature of Notary Public

CAPACITY CLAIMED BY SIGNER:

Though statute does not require the notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

_____ Individual (s)
 _____ Corporate Officer (s) _____ and _____
 _____ Titles _____ and _____
 _____ Partner(s) _____ Limited _____ General
 _____ Attorney-in-fact
 _____ Trustee (s)
 _____ Guardian/Conservator
 _____ Other: _____

Signer is representing: _____

ATTENTION NOTARY: Although the information requested below is optional, it could prevent fraudulent attachment of this certificate to an unauthorized document.

Title of type of document: _____
 Number of pages: _____
 Date of document: _____
 Signer(s) other than named above: _____

This Certificate must be attached to the document described above

SECTION 1.8
OF
PROCEDURAL DOCUMENTS

CONTRACT PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the CITY OF BANNING (referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Contractor") a contract dated _____, for work described as follows:

Project No. 2016-01EL, "West Barbour Street 12kV Underground Reconductoring" (hereinafter referred to as the "Public Work Contract"); and

WHEREAS, the Contractor is required by said Public Work Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we _____ the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the CITY OF BANNING in the sum of _____ Dollars (\$ _____), said sum being not less than 100 percent of the total amount payable by the said obligee under the terms of the said Public Work Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the bounden Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Public Work Contract and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill the one-year guarantee of all materials and workmanship; and indemnify and save harmless the Obligee, its officers and agents, as stipulated in said Public Work Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, the said Surety will pay to Obligee a reasonable attorney's fee to be fixed by the Court.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Public Work Contract or to the work to be performed there under or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

No final settlement between the Obligee and the Contractor hereunder shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2016.

PRINCIPAL:

By _____

SURETY:

By _____

Attorney-in-fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged, \$_____. (The above must be filled in by corporate surety.)

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code.

STATE OF CALIFORNIA)
) S.S.
COUNTY OF _____)

SECTION 1.9
OF
PROCEDURAL DOCUMENTS

CERTIFICATES OF INSURANCE
AND ENDORSEMENTS

The Contractor shall not commence any work under the Contract Documents until he obtains, at his own expense, all required insurance as stipulated by the Owner. The required insurance shall be provided by the Contractor in conformance with the requirements of Article 13 through 16 of the General Conditions of these Contract Documents and includes the following:

- California Workers' Compensation Insurance
- Commercial General Liability Insurance
- Commercial Automobile Liability Insurance

The insurance company or companies utilized by the Contractor shall be authorized to transact business in the State of California and to issue policies in the amounts required in the General Conditions of these Contract Documents. Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A: VII.

SECTION 1.10
OF
PROCEDURAL DOCUMENTS

NOTICE OF AWARD

TO: _____

Project Description: **Project No. 2016-01EL, "West Barbour Street 12kV Underground Reconductoring"**

The Owner has considered the Bid submitted by you for the above described Work in response to its Invitation for Bids dated, _____, 2016, and the Instruction to Bidders.

You are hereby notified that your Bid has been accepted in the amount of \$_____.

You are required, as stated by the Instruction for Bidders, to execute the Agreement and furnish a City Business License, copy of Contractor's License, and Certificates of Insurance with Endorsements within fifteen (15) calendar days from the date of this Notice.

If you fail to execute said Agreement and to furnish said Certificates of Insurance and Endorsements within fifteen (15) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the Acceptance Notice to the Owner, including signed agreement, Insurance Certificates, Business License, Contractor's License, etc.

Dated this _____ day of _____, 2016.

CITY OF BANNING (Owner)
Electric Utility Director

ACCEPTANCE OF NOTICE

Project No. 2016-01EL, "West Barbour Street 12kV Underground Reconductoring"

Receipt of the above Notice of Award is hereby acknowledged by

_____ THIS _____ day of
_____, 2016.

Contractor

By _____

Title _____

SECTION 1.11
OF
PROCEDURAL DOCUMENTS

NOTICE TO PROCEED

To: _____

Project Description: **Project No. 2016-01EL, “West Barbour Street 12kV Underground Reconductoring”**

You are hereby notified to commence work in accordance with the Agreement dated _____, 2016, on or before _____, 2016, and you are to complete the work within Sixty (60) calendar days thereafter. The date of completion of all work is therefore _____, 2016.

You are required to return an acknowledged copy of the Acceptance of Notice to the owner.

Dated this ____ day of _____, 2016.

CITY OF BANNING (Owner)
Electric Utility Director

ACCEPTANCE OF NOTICE

Project No. 2016-01EL, "West Barbour Street 12kV Underground Reconductoring"

Receipt of the above Notice to Proceed is hereby acknowledged by

_____ THIS _____ day of
_____, 2016.

Contractor

By _____

Title _____

SECTION 1.12
OF
PROCEDURAL DOCUMENTS

CHANGE ORDER

Change Order No.: _____

Date: _____

Agreement Date: _____

Sheet: _____ of _____

Owner: CITY OF BANNING

Project: **Project No. 2016-01EL, “West Barbour Street 12kV Underground Reconductoring”**

Contractor: _____

The following changes are hereby made to the Contract Documents:

JUSTIFICATIONS:

CHANGE TO CONTRACT PRICE

Original Contract Price _____

Current Contract Price adjusted by previous
Change Order(s) _____

Contract Price due to this Change Order will
be (increased) (decreased) \$ _____

New Contract Price including this Change Order _____

Contract Change in Per Cent

CHANGE TO CONTRACT TIME

Contract Time will be (increased) (decreased)

(Working Days)

Date for Completion of all Work

APPROVALS REQUIRED

To be effective, this order must be approved by the Owner, or as may otherwise be required by the Supplemental General Conditions.

Requested by: _____

Date: _____

Recommended by: _____

Date: _____

Approved by: _____

Date: _____

Accepted By: _____

Date: _____

SECTION 1.13
OF
PROCEDURAL DOCUMENTS

RELEASE

Owner: _____

Contractor: _____

Project: **Project No. 2016-01EL, “West Barbour Street 12kV Underground Reconductoring”**

In consideration of the final payment of the undisputed contract amounts of \$_____ relating to the above referenced project, the Contractor hereby Releases the Owner from any and all claims and liability for payment on the project except for any outstanding disputed amount listed below.

CONTRACTOR:

By: _____

Title: _____

Dated: _____

ATTEST:

Name: _____
(Please Print)

Title: _____

SECTION II - GENERAL CONDITIONS

Article 1 DEFINITIONS

- (a) Action of the City Council is a vote of a majority of a quorum of the Banning City Council at a lawful meeting.
- (b) Addenda are the changes in specifications, drawings, contract documents, and plans which have been authorized in writing by the City, and which alter, explain, or clarify the contract documents.
- (c) Approval means written authorization by the City for specific applications within the Contract.
- (d) As shown, as indicated, as detailed refer to drawings accompanying the specifications.
- (e) Construction Manager is the person or entity designated by the City to act as its representative in managing the day-to-day affairs of the construction process. The Manager will work closely with the City Engineer and have the same rights of access to the Project as does the City.
- (f) Contract, contract documents includes all contract documents, to wit: Notice Inviting Bids, Affidavit of Noncollusion, Instructions to Bidder, Designation of Subcontractor, Worker's Compensation Certificate, Performance Bond, Payment Bond, Insurance Policies, Guarantee, Release, Contractor's Proposal, Equal Opportunity Certificate, General Conditions, Supplementary Conditions, if any, Drawings, Plans, Specifications, the Agreement form and all modifications, addenda, and amendments thereto.
- (g) Contractor, City, or Owner are those mentioned as such in the Agreement. They are treated throughout the contract documents as if they are of singular number and neuter gender.
- (h) Engineer means the City Engineer, or other professional engaged by the City to design and oversee completion of the Project.
- (i) Project is the planned undertaking as provide in the contract documents by City and Contractor.
- (j) Provide shall include "provide complete in place," that is "furnish and install."
- (k) Safety Orders are those issued by any state or federal agency.
- (l) Standards, Rules, and Regulations referred to are the standard specifications (Green Book) and shall be considered as one and a part of these specifications within limits specified.
- (m) Subcontractor, as used herein, includes those having direct contract with Contractor and one who furnished material worked to a special design according to plans, drawings, and specifications of this work, but does not include one who merely furnishes material not so worked.
- (n) Surety is the person, firm or corporation that executes as surety the Contractor's Performance Bond and Payment Bond.
- (o) Work of the Contractor or subcontractor includes labor or materials (including, without limitation, equipment and appliances) or both, incorporated in, or to be incorporated in, the construction covered by the complete Contract.
- (p) Workers include laborer, worker, or mechanic.

Article 2. STATUS OF CONTRACTOR

- (a) Contractor is, and shall at all times be deemed, wholly responsible for the manner in which it performs the service required of it by the terms of this Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the City and Contractor or any of Contractor's agents or employees. Contractor assumes exclusively the responsibility for the acts of its employees and agents as they relate to the services to be provided during the course and scope of their employment. Contractor, its agents, and employees shall not be entitled to any rights or privileges of City employees. City shall be permitted to monitor the activities to determine compliance with the terms of this Contract.
- (b) Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Post Office Box 2600, Sacramento, California 95826.
- (c) The Contractor and the Sub Contractors shall obtain the City Business License prior to the start of work.

Article 3. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY.

Before Contractor makes any change in the name or legal nature of the Contractor's entity, Contractor shall first notify the City and cooperate with City in making such changes as the City may request in this Contract.

Article 4. CONTRACTOR'S SUPERVISION.

- (a) During progress of the work, Contractor shall keep on the premises (including both the site and the plant) a superintendent satisfactory to City. Before commencing the work herein, Contractor shall give written notice to City of the name and statement of qualifications of such superintendent. Superintendent shall not be changed except with written consent of City, unless a superintendent proves to be unsatisfactory to Contract or and ceases to be in its employ, in which case, Contractor shall notify City in writing. Superintendent shall represent Contractor and all directions given to superintendent shall be as binding as if given to Contractor.
- (b) The Contractor represents itself to City as a skilled, knowledgeable, and experienced contractor. The Contractor shall carefully study and compare the contract documents with each other and shall at once report to the City any errors, inconsistencies, or omissions discovered. The Contractor shall not be liable to the City for damage resulting from errors, inconsistencies, or omissions in the contract documents unless the Contractor recognized such error, inconsistency, or omission and knowingly failed to report it to the City or unless a similarly skilled, knowledgeable, and experienced Contractor would have discovered such error, inconsistency, or omission. The Contractor shall perform no portion of the work at any time without contract documents or, where required, approved shop drawings, product data, or samples for such portion of the work.

- (c) The Contractor shall verify all indicated dimensions before ordering materials or equipment, or before performing work. The Contractor shall take field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to the Contractor with the contract documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the City at once. Upon commencement of any item of work, the Contractor shall be responsible for dimensions related to such item of work and shall make any corrections necessary to make work properly fit at no additional cost to City.
- (d) Omissions from the drawings or specifications, or the incorrect description of details of work which are manifestly necessary to carry out the intent of the drawing and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or incorrect described work, but they shall be performed as if fully correctly set forth and described in the drawings and specifications.

Article 5. SUBCONTRACTORS

- (a) Contractor agrees to bind every subcontractor to the terms of the Contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to City for acts and omissions of any subcontractor and of persons either directly or indirectly employed by any subcontractor. Nothing directly or indirectly employed by any subcontractor. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and City, nor shall this Contract be construed to be for the benefit of any subcontractor.
- (b) City's consent to any subcontractor under this Contract shall not in any way relieve Contractor of any obligations under this Contract and no such consent shall be deemed to waive any provision of this Contract.
- (c) Pursuant to section 4104 of the Public Contract Code, Contractor must submit with its bid a Designation of Subcontractors. If Contractor specifies more than one subcontractor for the same portion of work or fails to specify a subcontractor, and such portion of the work exceeds one-half of one percent of the total bid, Contractor agrees that it is fully qualified to perform and shall perform such work itself, unless Contractor provides for substitution or addition of subcontractors. Substitution or addition of subcontractors shall be permitted only as authorized by sections 4100, et seq., of the Public Contract Code.

Article 6. NOTICE OF TAXABLE POSSESSORY INTEREST.

The terms of this Contract may result in the creation of possessory interest. If such a possessory interest is vested in a private party to this Contract, the private party may be subjected to the payment of property taxes levied on such interest, and City shall not be obligated to pay said taxes.

Article 7. ASSIGNMENT OF ANTITRUST ACTIONS.

Section 4551 of the Government Code provides:

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body {City} all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 {commencing with Section 16700} of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works Contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties. Contractor, for itself and all subcontractors, agrees to assign the City all rights, title, and interest in and to all such causes of action Contractor and all subcontractors may have. This assignment shall become effective at the time City tenders final payment to the Contractor and Contractor shall require assignments from all subcontractors to comply herewith.

Article 8. OTHER CONTRACTS

- (a) City reserves the right to let other contracts in connection with this work. Contract shall afford other contracts reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate its work with theirs.
- (b) If any part of Contractor's work depends for proper execution or results upon work of any other contract, the Contractor shall inspect and promptly report to City, in writing, any defects in such work that render it unsuitable for such proper execution and results. Contractor will be held accountable for damages to City for that work which it failed to inspect or should have inspected. Contractor's failure to inspect and report shall constitute its acceptance of other contractors' work as fit and proper for reception of its work, except as to defects which may develop in other contractors' work after execution of Contractor's work.
- (c) To insure proper execution of its subsequent work, Contractor shall measure and inspect work already in place and shall at once report to the City in writing any discrepancy between executed work and the contract documents.
- (d) Contractor shall ascertain to its own satisfaction the scope of the work and nature of any other Contracts that have been or may be awarded by City in prosecution of the work to the end that Contractor may perform this Contract in the light of such other contract, if any.
- (e) Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy of the site of the project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the project. If simultaneous execution of any contract for the project is likely to cause interference with performance of some other Contract or contracts, City shall decide which contract shall cease work temporarily and which contractor shall continue whether work can be coordinated so that contractors may proceed simultaneously.
- (f) City shall not be responsible for any damages suffered or extra costs incurred by Contractor resulting directly or indirectly from award or performance or attempted performance of any other contract or contracts on the project, or caused by any decision or omission of City respecting the order of precedence in performance of contracts.

Article 9. OCCUPANCY

City reserves the right to occupy the project site or buildings at any time before completion of the work, and such occupancy shall not constitute final acceptance of any part of work covered by this Contract, nor shall such occupancy extend the date specified for completion of the work.

Article 10. CITY'S RIGHT TO TERMINATE CONTRACT.

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete the work within such time, or if the Contractor should file a petition for relief as a debtor, or should relief be ordered against Contractor as a debtor, under Title 11 of the United States Code, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough workers trained and skilled in the work they are performing or the materials indicated or specified to complete the work in the time specified, or if Contractor should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, or ordinances or instructions of City, or if Contractor or its subcontractors should otherwise be guilty of a substantial violation of any provision of this Contract, then City may, without prejudice to any other right remedy, serve written notice upon Contractor and its surety of City's intention to terminate this Contract, such notice to contain the reasons for such intention to terminate, and unless within ten (10) days after the service of such notice such conditions shall cease or such violation shall cease and arrangements satisfactory to City for the correction thereof be made, this Contract shall, upon the expiration of said ten days, cease and terminate.
- (b) In the event of any such termination, City shall immediately serve written notice thereof upon surety and Contractor, and surety shall have the right to take over and perform this Contract; provide, however, that if surety, within seven (7) days after service upon it of said notice of termination, does not give City written notice of its intention to take over and perform this Contract and does not commence performance thereof within fifteen (15) days from date of serving such notice of termination by City on surety, City may then take over the work and prosecute same to completion by contract or by any other method it may deem advisable for the account and at the expense of Contractor, and Contractor and its surety shall be liable to City for any excess cost or other damages incurred by the City. Time is of the essence in this Contract. If the City takes over the work as hereinabove provided, the city may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the work and necessary thereof.
- (c) If the expense of finishing the work, including compensation for additional architectural, managerial, and administrative service expense, shall exceed the unpaid balance of the Contract, Contractor shall pay the differences to the City. Expense incurred by City as herein provided, and damage incurred through Contractor's default, shall be certified to City.

- (d) The foregoing provision is in addition to and not in limitation of any other rights or remedies available to the City.
- (e) If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a Written Notice to the Owner and the Engineer terminate the Contract and recover from the Owner payment for all work executed and all expenses sustained. In addition and in lieu a request for payment or if the Owner has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) day Written Notice to the owner and the Engineer stop the work until he has been paid all amounts then due, in which event and upon resumption of the work, change orders shall be issued or adjusting the contract price or extending the contract time or both to compensate for the costs and delays attributable to the stoppage of the work.
- (f) If the performance of all or any portion of the work is suspended, delayed, or interrupted as a result of a failure of the owner or Engineer to act within the time specified in the Contract Documents, or if not time is specified, within a reasonable time, and adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor of the costs and delays not necessarily caused by the failure of the Owner or Engineer.

Article 11. CONTRACT SECURITY - BONDS.

Contractor shall furnish to City a surety bond in an amount equal to 100 percent of Contract price as security for faithful performance of this Contract and shall furnish a separate bond in 100 percent of the Contract price as security for payment of persons performing labor and furnishing materials in connection with this Contract. Aforesaid bonds shall be in the form set forth in these contract documents.

Article 12. SUBSTITUTION OF SECURITIES.

- (a) Pursuant to the requirements of the Public Contract Code section 22300, upon Contractor's request, City will make payment to Contractor of any funds withheld from payment under this Contract if Contractor deposits with the City or in escrow with a California or federally chartered bank acceptable to City, securities eligible for the investment of State Funds under Government Code section 16430 or bank or savings and loan certificates of deposit, upon the following conditions:
 - (1) Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.
 - (2) All expenses relating to the substitution of securities under said section 22300 and under this clause, including, but not limited to City's overhead and administrative expenses, and expenses of escrow agent shall be the responsibility of the Contractor.

- (3) Securities or certificates of deposit substituted for monies withheld shall be of a value equivalent to at least the amounts of retention to be paid to Contractor pursuant to this paragraph.
 - (4) If Contractor shall choose to enter into an escrow agreement, such agreement shall be in the form prescribed by Public Contract Code section 22300.
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- (b) To minimize the expense cause by such substitution of securities, Contractor shall, prior to or at the time Contract requests to substitute security, deposit sufficient security to cover the entire amount to be then withheld and to be withheld under the General Conditions of this Contract. Should the value of such substituted security at any time fall below the amount for which it was substituted, or any other amount which the City determines to withhold, Contractor shall immediately and, at Contractor's expense, deposit additional security qualifying under section 22300 until the total security deposited is equivalent to no less than the amount subject to withholding under this Contract.
 - (c) If any provisions of this Article shall be found to be illegal or unenforceable, the remaining provisions of this Article shall remain in force and effect, and the illegal or unenforceable provision shall be deemed stricken.

Article 13. FIRE INSURANCE.

- (a) At the request of City, Contractor will procure, at Contractor's own expense, and before commencement of any work under this Contract, fire insurance on the project with course of construction, vandalism, and malicious mischief clauses attached. Amount of fire insurance shall be sufficient, in City's sole judgment, to protect against loss or damage in full until work is accepted by City.
- (b) Contractor shall submit proof of insurance and shall provide endorsements on the forms provided by the City. Such endorsements shall be submitted concurrently with the contract documents.

Article 14. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.

"All Risk" Insurance Not Required

- (a) Contractor shall take out and maintain during the life of this Contract such public liability, automobile, and property damage insurance to protect Contractor and City from all claims for personal injury, including accidental death, to any person (including, as to City, injury or death to Contractor's or subcontractor's employees), as well as from all claims for property damage arising from operations under this contract, in the amount set forth in the Supplemental General Conditions.
- (b) Contractor shall require its subcontractors, if any, to take out and maintain similar public liability and property damage insurance in like amounts or shall have the subcontractors named as "additional insured" on Contractor's policy.
- (c) Contractor shall submit proof of insurance and shall provide endorsements on the forms approved by the City. Such endorsements shall be submitted concurrently with the contract documents. The Contractor will not commence any work until he obtains at his

own expense all required insurance. Such insurance must have the approval of the Owner as to limit, form and amount. The Contract will not permit any subcontractor to commence work on this project until the same insurance requirements have been complied with by such subcontractor.

The types of insurance the Contractor is required to obtain and maintain for the full period of the Contract will be Workers' Compensation Insurance, Comprehensive General Liability Insurance, and "All Risk" insurance as detailed in the following portions of these Specifications.

Any insurance bearing on adequacy of performance will be maintained after completion of the project for the full guarantee period.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the contractor's responsibility for payment of damages resulting from his operations under this contract.

As evidence of specified insurance coverage, the Owner may in lieu of actual policies, accept certificates issued by the insurance carrier showing such policies in force for the specified period. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without forty-five (45) days' notice in writing to the Owner.

Before the agreement between the Owner and the Contractor is entered into, the Contractor will submit written evidence that he and all subcontractors have obtained for the period of the Contract, full Workers' Compensation Insurance coverage for all persons whom they employ in carrying out the work under this Contract. This insurance will be in strict accordance with the requirements of the most current and applicable State Workers' Compensation Insurance laws.

Before commencement of the work, the Contractor shall submit written evidence that he and all his subcontractors have obtained for the period of the Contract, full comprehensive General Liability Insurance including completed operating insurance, and Vehicle Liability Insurance coverage. This coverage will provide for both bodily injury and broad form property damage.

The bodily injury portion will include coverage for injury, sickness or diseases and death, arising directly or indirectly out of, or in connection with, the performance of work under this contract, and will provide for a limit of not less than five-hundred thousand dollars (500,000.00) for all damages arising out of bodily injury, sickness, or disease to or death per each occurrence.

The property damage portion will provide for a limit of not less than Two-hundred fifty thousand (\$250,000.00) for all damages arising out of injury to or destruction of property of others arising directly indirectly out of or in connection with the performance of work under this Contract in any one occurrence including explosion, collapse and underground exposure.

A combined single limit policy with aggregate limits in the amount of \$1,000,000.00 will be considered equivalent to the required minimum limits.

Contractor to furnish "All Risk" insurance, excluding flood and earthquake, unless otherwise specified covering the project during construction, to include all materials and equipment to be incorporated therein while at the construction site and which in transit for not less than the amount of the Contract. The policy shall name the Contractor, its subcontractors and the Owner

as name insured. Such policy shall provide that written Notice shall be given to the Owner, forty-five (45) days prior to cancellation or material change of any protection.

Such insurance may have a deductible clause by "NOT TO EXCEED ONE THOUSAND (\$1,000.00).

The Contractor shall assume liability for an agrees to save the Owner, the Engineer, his consultants, the County of Riverside and each of their officers and employees and agents, harmless and indemnify them from every expense, liability or payment, including attorneys' fee, engineers' fees and court costs, by any reason of any damage or injury (including death) of persons or property arising or alleged to arise through any act or omission of the Contractor, his agents, subcontractor, servants or employees, or any of them, or from the conditions or the work of Contractor, or any part thereof, while directly or indirectly arising in any way from the work done or in the guarding of it in connection with any matters et herein, but not including the sole negligence of the Owner, the Engineer and his consultants, and each of their officers, employees and agents.

Article 15. WORKERS' COMPENSATION INSURANCE.

- (a) In accordance with the provisions of section 3700 of the California Labor Code, the Contractor and every subcontractor shall be required to secure the payment of compensation to its employees.
- (b) The Contractor shall provide, during the life of this Contract Workers' Compensation Insurance for all of its employees engaged in work under this Contract, on or at the site of the project, and in case any of its work is sublet, the Contract shall require the subcontractor, similarly, to provide workers' compensation insurance for all the latter employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the site of the project, is not protected under the Workers' Compensation statute, the Contractor shall provide, or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected before subcontractor commence work. The Contractor shall file with the City certificates of its insurance protecting workers, and a 45-day notice shall be provided to City before the cancellation or reduction of any policy of Contractor or subcontractor.
- (c) Contractor shall submit proof of insurance and shall provide endorsements on the forms approved by the City. Such endorsements shall be submitted concurrently with the contract documents.

Article 16. PROOF OF CARRIAGE OF INSURANCE.

- (a) Contractor shall not commence work, nor shall it allow any subcontractor to commence work, under this contract until all required insurance and certificates have been obtained and delivered in duplicate to, and approved by, City.
- (b) Pursuant to Insurance Code section 674, certificates and insurance policies shall include the following:

- (1) A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to City stating date of cancellation or reduction. Date of cancellation or reduction may not be less than forty-five (45) days after date of mailing notice."
 - (2) Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - (3) Statement that the City and County of Riverside are name additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the City.
- (c) Contractor shall submit proof of insurance and provide endorsements on the forms approved by the City. Such endorsements shall be submitted concurrently with the contract documents.

Article 17. DRAWINGS AND SPECIFICATIONS.

- (a) Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The plans and specifications are made as a part of the contract.
- (b) Materials or work described in words which so applied has a well known technical or trade meaning shall be deemed to refer to such recognized standards.
- (c) It is not the intention of the Contract to go into detailed description of any material and/or methods commonly know to the trade under the "trade name" or trade term." The mere mention or notation of such "trade name" or "trade term" shall be considered a sufficient notice to Contractor that it will be required to complete the work so name with all its appurtenances according to the best practices of the trade.
- (d) The naming of any material and/or equipment shall mean furnishing and installing of same, including all incidentals and accessory items thereto and/or labor therefor, as per best practices of the trade(s) involved, unless specifically noted otherwise.
- (e) Figured dimensions on drawings shall govern, but work not dimensioned shall be as directed. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Large scale details shall take precedence over smaller scale drawings as to shape and details of construction. Specifications shall govern as to materials, workmanship, and installation procedures. Drawings and specifications are intended to be fully cooperative and to agree. However, if Contractor observes that drawings and specifications are in conflict, Contractor shall promptly notify the City in writing, and any necessary changes shall be adjusted as provided in the Article entitled "Changes and Extra Work." The specifications calling for the higher quality material or workmanship shall prevail.
- (f) Specifications and accompanying drawings are intended to delineate and described the project and its component parts to such a degree as to enable skilled and competent contractors to intelligently bid upon the work, and to carry said work to a successful conclusion.

- (g) Drawings and specifications are intended to comply with all laws, ordinances, rules, and regulations of constituted authorities having jurisdiction, and where referred to in the contract documents, said laws, ordinances, rules, and regulations shall be considered as a part of said Contract within the limits specified. The Contractor shall bear all expenses of correcting work done contrary to said laws, ordinances rules, and regulations if the Contractor knew or should have known that the work as performed is contrary to said laws, ordinances, rules, and regulations if the Contractor performed same (1) without first consulting the City for further instructions regarding said work or (2) disregarded the City's instructions regarding said work.
- (h) Questions regarding interpretation of drawings and specifications shall be clarified by the City Engineer. Should the Contractor commence work or any part thereof without seeking clarification, Contractor waives any claim for extra work or damages as a result of any ambiguity, conflict, or lack of information.
- (i) Contractor will be furnished, free of charge, three sets of permitted documents, three sets of specifications, and three sets of drawings; he is to provide, at his own expense, all additional copies which he requires for his operation. He shall maintain an accurate record of all copies made and shall return or otherwise account for all copies at the end of the project.
- (j) No part of this document may be photocopied or otherwise replicated in any manner without the prior express written authorization of the City of Banning. Any use of this document without having first paid the appropriate fee to the City of Banning shall cause a defect in any bid submitted thereunder, for which cause the bid shall be rejected in its entirety, and constitute a waiver of the bidder's right to participate in the bidding process.

Article 18. OWNERSHIP OF DRAWINGS.

All plans, drawings, designs, specifications, and other incidental architectural and engineering work or materials and other contract documents and copies thereof furnished by City are its property. They are not to be used in other work and, with the exception of signed sets of the Contract, are to be returned to it on request at completion of work.

Article 19. DETAIL DRAWINGS AND INSTRUCTIONS.

- (a) In case of ambiguity, conflict, or lack of information, City shall furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for proper execution of work. All such drawings and instructions shall be consistent with contract documents, true developments thereof, and reasonably inferable therefrom.
- (b) Work shall be executed in conformity therewith and Contractor shall do no work without proper drawings and instructions.
- (c) The City will furnish necessary details to more fully explain the work, which details shall be considered as part of the contract documents.
- (d) Should any details require work and costs beyond those which reasonably should have been included in the Contract, Contractor shall give written notice thereof to the City within ten (10) days of the receipt of same. In case no notice is given to the City within ten (10) days, it will assumed the details are reasonable development of the scale

drawings. In case notice is given, then the claim will be considered and, if found justified, the City will either modify the drawings or shall recommend a change order for the extra work involved.

- (e) All parts of the described and shown construction shall be of the quality of their respective kinds shown in the plans or as specified, and the Contractor is hereby advised to use all diligence to become fully involved as to the required construction and finish, and in no case to proceed with the different parts of the work without first obtaining from the City some directions and/or drawings as may be necessary for the proper performance of the work.
- (f) If it is found at any time, before or after completion of the work, that the Contractor has varied from the drawings and/or specifications, in materials, quality, form, or finish, or in the amount or value of the materials and labor used, the City shall make a recommendation: (1) that all such improper work should be removed, remade, and replaced, and all work disturbed by these changes be made good at the Contractor's expense; or (2) that the City deduct from any amount due Contractor, the sum of money equivalent to the difference in value between the work performed and that called for by the drawings and specifications. The City, at its option, may pursue either course.

Article 20. SUBMITTALS.

- (a) Contractor shall check and verify all field measurements and shall submit, with such promptness as to cause no delay in its own work or in that of any other contractor, seven (7) copies checked and approved by Contractor of all shop or setting drawings, schedules, and materials list required for the work of various trades. City Engineer shall review such schedules and drawings only for conformance with design concept of project and compliance with information given in contract documents, and return marked "no exceptions noted" or "rejected" with guidance as to required corrections within ten (10) working days. Contractor shall make any correction required by City Engineer, file four (4) corrected copies with City Engineer, and furnish such other copies as may be needed for construction. City Engineer's approval of such drawings or schedules shall not relieve Contractor from responsibility for deviations from drawings or specifications unless Contractor has, in writing, called City Engineer's attention to such deviations at time of submission and secured City Engineer's written approval, nor shall it relieve Contractor from responsibility for errors in shop drawings or schedules.
- (b) All submittals of shop drawings, catalog cuts, data sheets, and material lists shall be complete and shall conform to contract drawings and specifications.

Article 21. LAYOUT AND FIELD ENGINEERING.

All field engineering required for laying out this work and establishing grades for earthwork operations shall be furnished by City. Such work shall be done by a qualified civil engineer or land surveyor approved by the City. Any required "record" drawings of site development shall be prepared by the registered civil engineer or land surveyor.

Article 22. TESTS AND INSPECTIONS.

- (a) If City's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, Contractor shall give notice in accordance with such authority of its readiness for observation or inspection at least two (2) working days prior to being tested or covered up. If inspection is by an authority other than City, Contractor shall inform City of date fixed for such inspection. Required certificates of inspection shall be secured by Contractor. Observations by City shall be promptly made and, where practicable, at source of supply. If any work should be covered up without approval or consent of City, it must, if required by City, be uncovered for examination and satisfactorily reconstructed at Contractor's expense in compliance with this Contract. Costs of tests of any materials found to be not in compliance with this contract shall be paid for by contractor. Other costs for tests and inspection of materials shall be paid by City.
- (b) Where such inspection and testing are to be conducted by an independent laboratory or agency, such materials or samples of materials to be tested shall be selected by such laboratory or agency, or City's representative, and not by Contractor.
- (c) Contractor shall notify City, a sufficient time in advance, of manufacture of materials to be supplied by him under contract, which must by terms of contract be tested, in order that City may arrange for testing of same at source of supply. Any materials shipped by Contractor from source of supply prior to having satisfactorily passed such testing and inspection, or prior to receipt of notice from said representative that such testing and inspection will not be incorporated in work without prior approval of City and subsequent testing and inspection.
- (d) Re-examination of questioned work may be ordered by City and, if so ordered, work must be uncovered by Contractor. If such work be found in accordance with these contract documents, City shall pay cost of re-examination and replacement. If such work be found not in accordance with these contract documents, Contractor shall pay such costs.
- (e) The City will pay costs for all tests and inspections and shall be reimbursed by the Contractor for such costs under the following conditions:
 - (1) When such costs are stipulated in the provisions of the Contract documents to be borne by the Contractor.
 - (2) When a material is tested or inspected and fails to meet the requirements of the specifications and/or drawings;
 - (3) When the source of the material is changed after the original test or inspection has been made and approved.
- (f) If, in the opinion of the City Engineer, subsequent delivery of a tested material seems inferior to, or differs from, the original, said material shall be re-tested upon written order from either the City Engineer and, should the material fail to meet the requirements of the specifications and/or drawings, the Contractor shall pay all costs of such tests, but where the material does pass the requirements, the City will pay the cost.
- (g) All tests and inspections specified for each material shall be made in accordance with the detailed specifications for test or inspections of the material as specified.

- (h) If a material is not required to be tested, the City Engineer, subsequent delivery of a tested material seem inferior to, or differs from, the original, said material shall be re-tested upon written order from either the City Engineer and, should the material fail to meet the requirements of the specification.

Article 23. TRENCHES

Pursuant to Labor Code Section 6705, if the Contract price exceeds \$25,000 and involves the excavation of any trench or trenches five feet or more in depth, the contractor shall, in advance of excavation, submit to the City a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered Civil or Structural Engineer, but in no case shall such plan be less effective than that require by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by City or by the person to whom authority to accept has been delegated by the City.

Pursuant to Labor Code Section 6705, nothing in this article shall impose tort liability upon the City or any of its employees.

Article 24. DOCUMENTS ON WORK.

Contractor shall keep on the job site at all times one legible copy of all contract documents, including addenda and change order, all approved drawings, plans, schedules, and specifications, the current edition of the "GREENBOOK", and all other codes and documents referred to in the specifications and made part thereof. Said documents shall be kept in good order and available to all authorities having jurisdiction over the work.

Article 25. STATE-AUDIT.

Pursuant to and in accordance with the provisions of Government Code section 10532, or any amendments thereto, all books, records and files of the City, the Contractor, or any subcontractor connected with the performance of this Contract involving the expenditure of funds in excess of ten thousand dollars (\$10,000), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Officer of the Auditor General of the State of California for a period of three (3) years after final payment is made under this Contract. Contractor shall preserve and cause to be preserved such books, records, and files for the audit period.

Article 26. SUBSTITUTIONS FOR SPECIFIED ITEMS.

- (a) Whenever in the specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall

be deemed to be used for the purpose of facilitating a description of material, process or article desired and shall be deemed to be followed by the words “or approved equal,” and Contractor may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified. If the material, process, or article offered by Contractor is not, in opinion of City, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified. No substitutes shall be made until approved, in writing, by City. Burden of proof as to equality of any material, process, or article shall rest with Contractor. Contractor shall submit its request together with substantiating data for substitution of an “or equal” item within thirty (30) days after award of Contract. Provision authorizing submission of “or approved equal” jurisdiction of time of performance of this Contract.

- (b) In event Contractor furnishes material, process or article more expensive than that specified, the difference in cost of such material, process, or article so furnished shall be borne by Contractor. Any engineering, design fees, or approval agencies’ fees required to make adjustments in material or work of all trades directly or indirectly affected by the approved substituted items shall be borne entirely by Contractor. Any difference in cost between an approved substitution which is lower in cost than the originally specified material shall be refunded by Contractor to City.

Article 27. SAMPLES

- (a) Contractor shall furnish for approval, within thirty (30) days following award of Contract, all samples as required in the specifications, together with any catalogs and supporting data required by City Engineer. This provision shall not authorize any extension of time for performance of this Contract. City Engineer shall review such samples as to conformance with design concept of work and for compliance with information given in contract documents and approve or disapprove same within ten (10) working days from receipt of same.

Article 28. PROGRESS SCHEDULE

- (a) Within ten (10) days after the notice to proceed, Contractor shall prepare a progress schedule and submit same for City’s review. The schedule shall indicate the beginning and completion dates of all phases of construction. The City may disapprove such schedule and require modifications thereto if, in the opinion of the City, adherence to the progress schedule will not cause the work to be completed in accordance with the “Time for Completion” set forth in the Agreement.
- (b) Within ten (10) days after the Contractor has been notified to start work, he shall submit to the City a practicable schedule of operations on a chart form acceptable to the City. The schedule of operations shall show the order in which the Contractor proposes to carry out the work, the dates on which he will start each major subdivision of the work, and the contemplated dates of completion of such subdivisions.

- (c) If required by the City, the Contractor shall submit supplementary progress schedules on the chart form to indicate approximately the percentage of work scheduled for completion at any time.
- (d) The progress schedule and supplementary progress schedule shall be consistent in all respects with the time requirements of the contract, and shall be subject to review and modification by the City.

Article 29. MATERIALS AND WORK.

- (a) Except as otherwise specifically stated in this Contract, Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, superintendent, facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.
- (b) Unless otherwise specified, all materials shall be new and shall be of the respective kinds and grades as noted or specified.
- (c) Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work and shall be stored properly and protected as required.
- (d) Contractor shall, after award of Contract by City, place orders for materials and/or equipment as specified so that delivery of same may be made without delays to the work. Contractor shall, upon demand from the City, furnish to the City documentary evidence showing that orders have been placed.
- (e) City reserves the right, for any neglect in not complying with the above instruction, to place orders for such materials and/or equipment as it may deem advisable in order that the work may be completed at the date specified in the Agreement, and all expenses incidental to the procuring of said materials and/or equipment shall be paid for by the Contractor.
- (f) No material, supplies, or equipment for work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in work and agrees upon completion of all work to deliver premises, together with all improvements and appurtenance constructed or placed thereon by it, to City free for many claims, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any work covered by Contract shall have any right to place a lien upon the premise or any improvement or appurtenance thereof, except that Contractor may install metering devices or other equipment of a utility company or political subdivision, title to which is commonly retained by the utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise City as to its owner.
- (g) Nothing contained in this Article, however, shall defeat or impair the rights of persons furnishing material or labor under any bond given by contractor for their protection or any rights under any law permitting such persons to look to funds which City otherwise would own to Contractor, and this provisions shall be inserted in all subcontracts and material contracts and notice of its provision shall be given to all persons furnishing material for work when no formal Contract is entered into for such material.

- (h) The title to new materials and/or equipment for the work of this Contract, and attendant liability for its protection and safety, shall remain with Contractor until incorporated in the work of this Contract and accepted by the City; no part of said materials for immediate installation in the work of this Contract shall be removed from its place of storage, and Contractor shall keep an accurate inventory of all said materials and/or equipment in a manner satisfactory to the City or its authorized representative.

Article 30. INTEGRATION OF WORK.

- (a) Contractor shall do all cutting, fitting, patching, and preparation of work as required to make its several parts come together properly, and fit it to receive or be received by work of other contractors showing upon, or reasonably implied by, the drawings and specifications for the completed structure, and shall make good after them as City may direct.
- (b) All cost caused by defective or ill-timed work shall be borne by Contractor.
- (c) Contractor shall not endanger any work by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor save with the review and consent of City.
- (d) Contractor shall be solely responsible for protecting existing work on adjacent properties and shall obtain all required permits for shoring and excavations near property lines.
- (e) When modifying existing work or installing new work adjacent to existing, Contractor shall match, as closely as conditions of site and materials will allow, the finishes textures, and colors of the original work, refinishing existing work as required, at no additional cost to City.

Article 31. OBTAINING OF PERMITS, LICENSES, AND EASEMENTS.

- (a) Permits, licenses, and certificates necessary for prosecution of work shall be secured and paid to City, unless otherwise specified. Contractor shall, and shall require subcontractors to, maintain contractor's licenses in effect as required by law.
- (b) Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by City, unless otherwise specified.

Article 32. SURVEYS

Surveys to determine location of property lines, right-of-ways, construction staking, grading, and site work, shall be provided by City.

Article 33. EXISTING UTILITY LINES; REMOVAL, RESTORATION.

- (a) Pursuant to Government Code section 4215, the City assumes the responsibility for removal, relocation, and protection of utilities located on the construction site at the time of commencement of construction under this Contract with respect to any such utility facilities which are not identified in the plans and specifications. The Contractor shall not be assessed for liquidated damages for delay in completion of the project caused by

failure of the City to provide for removal or relocation of such utility facilities. City shall compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specification with reasonable accuracy, and for equipment necessarily idle during such work.

- (b) This Article shall not be construed to preclude assessment against the Contractor for any other delays in completion of the work. Nothing in this Article shall be deemed to required the City to indicate the presence of existing service lateral or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meters, junction boxes, manholes, or similar appurtenances on or adjacent to the site of the construction.
- (c) If the Contractor, while performing work under this Contract, discovers utility facilities not identified by the City in the Contract plans or specifications, Contractor shall immediately notify the City and the utility in writing.
- (d) It shall be Contractor's sole responsibility to timely notify all public and private utilities serving the site prior to commencing work. The Contractor shall notify and receive clearance from any cooperative agency, such as Underground Service Alert, in accord with Government Code section 4216.

Article 34. WORK TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

- (a) Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations, bearing on conduct of work as indicated and specified. Including but not limited to the appropriate statutes. If Contractor observes that drawings and specifications are at variance therewith, or should Contractor become aware of the development of conditions not covered by contract documents which will result in finished work being at variance therewith, Contractor shall promptly notify City in writing and any changes deemed necessary by the City shall be adjusted as provided in Contract for changes in work.
- (b) If Contractor performs any work which it knew, or through exercise of reasonable care should have known, to be contrary to such laws, ordinances, rules or regulations, and without such notice to City, Contractor shall bear all costs arising therefrom. Where specifications or drawings state that materials, processes, or procedures must be approved by other bodies or agencies Contractor shall be responsible for satisfying requirements of such bodies or agencies.

Article 35. ACCESS TO WORK.

City and its representatives shall at all times have access to work site whenever the preparation is in progress. Contractor shall provide safe and proper facilities for such access so that City's representative may perform their functions.

Article 36. UTILITIES.

All utilities, including, but not limited to, electricity, water, gas, and telephone used at work site shall be furnished and paid for by Contractor. Contractor shall furnish and install necessary temporary distribution systems, including meters, if necessary, from distribution points to points on site where utility is necessary to carry on the work. Upon completion of work, Contractor shall remove all temporary distribution systems.

Article 37. CLEANING UP.

Contractor at all times shall keep the premises free from debris such as waste, rubbish, and excess materials and equipment caused by this work. Contractor shall not leave debris under, in, or about the premises, but shall promptly remove same from the premises and dispose of it in a lawful manner. Disposal receipts or dump tickets shall be furnished to the City upon request. Upon completion of work, Contractor shall clean interior and exterior of building, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures, remove temporary fencing, barricades, planking, sanitary facilities and similar temporary facilities from site. If Contractor fails to clean up, the City may do so and the cost thereof shall be charged to the Contractor.

Article 38. PATENTS, ROYALTIES, AND INDEMNITIES.

The Contractor shall hold and save the City and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, article, or appliance manufactured or used in the performance of this Contract, including its use by the City, unless otherwise specifically provided in the contract documents, and unless such liability arises from the sole active negligence or willful misconduct of the City.

Article 39. GUARANTEE.

- (a) In addition to guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work furnished on the job against all defects for a period one (1) year after date of acceptance of work by City and shall repair or replace any and all such work, together with any other work, which may be displaced in so doing that may prove defective in workmanship and/or materials within one (1) year period from date of acceptance without expense whatsoever to City, ordinary wear and tear, unusual abuse or neglect excepted. City will give notice of observed defects to Contractor and Surety with reasonable promptness. Contractor shall notify City upon completion of such repair or replacement.
- (b) In the event of failure of Contractor or Surety to commence and pursue with diligence said replacements or repairs within ten (10) days after being notified in writing, City is hereby authorized to proceed to have defects repaired and made good at expense of

Contractor and Surety who hereby agree to pay costs and charges therefor immediately on demand.

- (c) If, in the opinion of the City, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the City or to prevent interruption of operations of City, the city will attempt to give the notice required by this Article. If the Contractor or Surety cannot be contracted or neither complies with the City's request for correction within a reasonable time as determined by the City, the City may, notwithstanding the provisions of this Article, proceed to make such correction or provide such attention and the costs of such correction or attention shall be charged against the Contractor and Surety of the guarantees provided in this Article or elsewhere in this Contract.
- (d) This Article does not in any way limit the guarantees in any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish to City all appropriate guarantee or warranty certificates upon completion of the project or upon request by City.
- (e) All guarantees required under this Article shall be in writing on the Guarantee Form included in contract documents.
- (f) Nothing herein shall limit any other rights or remedies available to City.

Article 40. DUTY TO PROVIDE FIT WORKERS.

- (a) Contractor and subcontractors shall at all times enforce strict discipline and good order among their employees and shall not employ on work any person not skilled in the work assigned to such person. It shall be the responsibility of Contractor to insure compliance with this Article.
- (b) Any person in the employ of the Contractor or subcontractors whom City may deem unfit shall be excluded from the work site and shall not again be employed on it except with written consent of City. As used in this subsection, "unit" means any person who the City concludes is either not, or improperly, skilled for the task assigned to that person, who fails to comply with the requirements of this article, or who creates safety hazards which jeopardize other persons and/or property.
- (c) Contractor shall take all reasonable steps necessary to insure that any employees of Contractor or any of its subcontractor's employees do not use, consume, or work under the influence of any alcohol or illegal drugs while on the project. Contractor shall further prevent employees of contractor or any of its subcontractors from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the project. Likewise, Contractor shall preclude any of its employees or subcontractor's employees from bringing any animal onto the project.

Article 41. WAGE RATES, TRAVEL, AND SUBSISTENCE.

- (a) Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, division 2 of the Labor Code of California, the city has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification or type of worker need to execute this Contract form the Director of the Department of

- Industrial Relations (hereinafter, in this Article "Director"). These rates are on file with the City of Banning, Engineering Department and copies will be made available to any interested party on request. Contractor shall post a copy of such wage rates at the job site.
- (b) Holidays and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified. Holidays shall be as defined in the Collective Bargaining Agreement applicable to each particular craft, classification or type of worker employed under the Contract.
 - (c) Contractor shall pay, and shall cause to be paid, to each worker engaged in work on the project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the contractor or any subcontractor and such workers.
 - (d) Contractor shall pay, and shall cause to be paid, to each worker needed to execute the work on the project travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code section 1773.8.
 - (e) If during the period this bid is required to remain open the director determines that there has been a change in any prevailing rate of per diem wages in the locality in which the work under the Contract is to be performed, such change shall not alter the wage rates in the Notice to Contractors or the Contract subsequently awarded.
 - (f) Pursuant to Labor Code section 1775, Contractor shall as a penalty to the City, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each work paid less than the prevailing rates, determined by the Director, for such work or craft in which such worker is employed for any public work done under the Contract by Contractor or by any subcontractor under it. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.
 - (g) Any worker employed to perform work on the project, which work is not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such classification.
 - (h) Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provide for in Labor Code section 1777.3.8
 - (i) Contractor shall post at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deduction, if any, from unpaid wages actually earned.

Article 42. HOURS OF WORK.

- (a) As provided in article 3, (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of

service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this Contract upon the work or upon any part of the work contemplated by this Contract shall be limited and restricted by the Contractor to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provide. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

- (b) Pursuant to Labor Code section 1813, the Contractor shall pay to the City a penalty of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.
- (c) Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to City unless otherwise agreed to in writing before the work in question is commenced pursuant to Article 52, Changes and Extra Work.

Article 43. PAYROLL RECORDS.

- (a) Pursuant to the provision of section 1776 of the Labor Code, the Contractor shall keep and shall cause each subcontractor performing any portion of the work under this Contract to keep, an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee by Contractor in connection with the work. All payrolls shall appear on Department of Labor Form WH-347.
- (b) The payroll records enumerated under subdivision (a) shall be certified, shall be submitted on a weekly basis by the contractor and the sub-contractor and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 - (1) A certified copy of any employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the City, the Division of Labor Standards Enforcement, and the Division of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof made; provide, however, that a request by the public shall be made throughout either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provide

pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.

(4) The form of certification shall be as follows:

I, _____ (Print Name), the undersigned, am _____
(position in business) with the authority to act for and on behalf of _____

(Name of business and/or Contractor). I certify under penalty of perjury that the records or copies submitted herein and consisting of (description, number of pages) are the originals or true, full and correct copies of the originals which depict the payroll record(s) of the actual disbursements by way of cash, check, or whatever from to the individual or individuals named.

Date: _____ Signature: _____

- (c) Each contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.
- (d) Any copy of records made available for inspection copies and furnished upon request to the public or any public agency by the City, the division of Apprenticeship Standard, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the contract or performing the contract shall not be marker of obliterated.
- (e) The Contractor shall inform the City of the location of records enumerated under subdivision (a), including the street address, city and county, and shall within five (5) working days, provide a notice of a change of location and address.
- (f) In the event of noncompliance with the requirements of this section, the Contractor shall have ten (10) days in which to comply, subsequent to receipt of written notice, specifying tin what respects the Contractor must comply with this section. Should noncompliance still be evident after the 10-day period, the Contractor shall, as a penalty to the city, forfeit twenty-five dollars (\$25.00) for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld form progress payments then due.
- (g) It shall be the responsibility of the Contractor to insure compliance with the provisions of this Article and the provisions of Labor Code section 1776.

Article 44. APPRENTICES.

- (a) The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code section 1777.5, this Contract is governed by the provisions of Labor Code section 1777.5. It shall be the responsibility of the Contractor to insure compliance with this article and with Labor Code section 1777.5 for all apprenticeship occupations.

- (b) Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.
- (c) Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered.
- (d) Only apprentices, as defined in section 3077, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3 of the Labor Code, are eligible to be employed. The employment and training of each apprenticeship shall be in accordance with the provisions of the apprenticeship standards and apprentice agreement under which he is training.
- (e) Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, the Contractor and any subcontractors employing workers in an y apprenticeship craft or trade in performing any work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or subcontractor under the applicable apprenticeship standards and fixing the ration of apprentices to journeymen employed in performing the work.
- (f) Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, the Contractor and any subcontractor may be required to make contributions to the apprenticeship program.
- (g) If the Contractor or subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator or Apprenticeship, it shall:
 - (1) Be denied the right to bid on any subsequent project for one year form the date of such determination;
 - (2) Forfeit as a penalty to the City fifty dollars (\$50.00) per day for each calendar day of noncompliance, which shall be withheld from any payment due or to become due under the terms of this Contract. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council.
- (h) The Contractor and all subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.
- (i) Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the work. Special attention is directed to section 1777.5, 1777.6, and 1777.7 of the Labor Code, and Title 8, California Administrative Code, section 200 et seq. Questions may be directed to the **State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California.**

Article 45. LABOR - FIRST AID

The contractor shall maintain emergency first aid treatment for Contractor's workers on the project which complies with current Occupational Safety and Health regulations.

Article 46. PROTECTION OF PERSONS AND PROPERTY.

- (a) The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and work performed until the effective date of City Council approval of the Notice of completion. All work shall be solely at the Contractor's risk, with the exception of damage to the work cause by "acts of God" as defined in Government Code section 4151 (b). Contractor liability for any injury or damage proximately cause by any "act of God" shall be limited to five percent (5%) of the Contract price pursuant to Government Code section 4150.
- (b) Contractor shall take, and require subcontractor to take, all necessary precaution for safety of worker on the work and shall comply with all applicable federal, state, local and other safety laws, standards, orders, ruled, regulations, and building codes to prevent accident or injury to persons on, about, or adjacent to premises where work is being performed and to provide a safe and healthful place of employment. In addition to meeting all requirement of OSHA, Cal-OSHA, state, and local codes, Contractor shall furnish, erect and properly maintain at all times, as directed by City or required by conditions and progress of work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers an the public and shall post danger signs warning against hazard created by such features in the course of construction. Contractor shall designate a responsible member of its organization on the work, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety requirements, and to protect the life, safety and health of workers. Name and position of person so designated shall be reported to City by Contractor. Contractor shall correct and violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, such violation shall be corrected promptly.
- (c) In an emergency affecting safety of life, of work, or of adjoining property, Contractor, without special instruction or authorization form City, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury; and Contractor shall so act if so authorized or instructed by City. City will not hold Contractor liable for damages proximately caused by Contractor's actions if such actions were reasonably necessary to prevent loss of life or injury to person or damage to work or adjoining property. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.
- (d) Contractor shall provide such heat, covering and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions.
- (e) Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations. All permits, licenses, or inspection fees required for such repair work shall be obtained and paid for by Contractor.

(f) Contractor shall (unless waived by the City in writing):

- (1) When performing new construction on existing sites, become informed and take into specific account work which may interfere with school routine before or after school hours, enclose working area with a substantial barricade, and arrange work to cause a minimum amount of inconvenience and danger to students and faculty in their regular school activities. The Contractor shall comply with specifications and directives of the City regarding the timing of certain construction activities in order to avoid unnecessary interference with school functioning.
- (2) Provide substantial barricade around any shrubs or trees indicated to be preserved.
- (3) Deliver material to building area over route designated by City.
- (4) Take preventive measures to eliminate objectionable dust.
- (5) Confine apparatus, the storage of materials, and the operations of workers to limits indicted by law, ordinances, permits or directions of City; and shall not interfere with the work or unreasonably encumber premises or overload any structure with materials; and enforce all instructions of City regarding signs, advertising, fires, and smoking and require that all workers comply with all regulations while on construction site.
- (6) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved land surveyor or civil engineer and all maps and records required therefrom shall be filed with county and local authorities, at no cost to the City. All filing and plan check fees shall be paid by Contractor.

Article 47. NONDISCRIMINATION.

In the performance of the terms of this Contract, Contractor agrees that it will not engage in nor permit such subcontractor as it may employ to engage in unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical handicap, medical conditions, marital status, or sex of such person.

Article 48. COST BREAKDOWN AND PERIODICAL ESTIMATES

(a) Contractor shall furnish on forms approved by the City Engineer.

- (1) Within fifteen (15) calendar days of award of this Contract, a detailed estimate giving complete breakdown of Contract price for such project or site; and
- (2) A periodical itemized estimate of work done for purpose of making partial payments thereon.
- (3) Within fifteen (15) calendar days of request of due City, a schedule of estimated monthly payments which shall be due Contractor under the Contract.

(b) Values employed in making up any of these schedules will be used only for determining basis of partial payment and will not be considered as fixing a basis for additions to or deductions from Contract price.

Article 49. CONTRACTOR CLAIMS.

If the Contractor shall claim compensation for any damage sustained by reason of the acts of the City or its agents, Contractor shall, within five (5) days after sustaining of such damage, make to the City Engineer a written statement of the damage sustained. On or before the 15th day of the month succeeding that in which such damage shall have been sustained, the Contractor shall file with the City an itemized statement of the details and amount of such damage in accordance with Article 58, and unless such statement shall be made as required, Contractor's claims for compensation shall be forfeited and invalidated and it shall not be entitled to considerations for payment on account of any such damage.

Article 50. DISPUTES.

- (a) In the event of a dispute between the parties as to performance of the work or the interpretation of the Contract, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Contractor agrees to continue the work diligently to completion. There shall be at least one meeting between the parties regarding the issues before commencement of legal action. If the dispute is not resolved, Contractor agrees it will neither rescind the Contract nor stop the progress of the work, but Contractor's sole remedy shall be to submit such controversy to determination by a court of the State of California, in Riverside county, having competent jurisdiction of the dispute, after the Project has been completed, and not before.

Article 51. PAYMENTS.

- (a) Unless otherwise specified, each month within thirty (30) days after receipt of an approved periodical estimate for partial payment, there shall be paid to Contractor a sum equal to hundred percent (100%) of the value of the work performed and no payment shall be made for the material delivered or stocks which is not installed and approved by the City Inspector, less aggregate previous payments. Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by Contractor on a form approved by City and filed before the fifth day of the calendar month. The monthly estimate shall be submitted to the City Engineer, for his written approval or disapproval prior to submission to the City. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release Contractor or Surety from any damages arising from such work or from enforcing each and every provision of this Contract, and City shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall not be entitled to have any payment estimated processed or be entitled to have any payment for work performed so long as any lawful or proper direction concerning work, or any portion thereof, given by the City shall remain uncomplied with.
- (b) Before payment is made hereunder, a certificate in writing shall be obtained from the City stating that the work for which the payment is demanded has been performed in accordance with the terms of the Contract and that the amount stated in the certificates is

due under the terms of the Contract. Such certificate shall be attached to and made a part of the claim made and filed with the City, provided that if the City shall, within three (3) days after written demand therefor, fail to deliver such certificate to the City, the Contractor may file its claim with the City without said certificate, but together with such claim shall be filed a statement that demand was made for such certificate and that the same was refused. Thereupon, the City will either allow said claim as presented or shall, by an order entered on the minutes of said City, state the reasons for refusing to allow said claim. It is understood, moreover, that the certificates shall not be conclusive upon the City, but advisory merely.

(c) The City shall have right to withhold payment under this Article for the following additional reasons:

- (1) Failure to file required reports for work through the end to the previous calendar month;**
- (2) Failure to update as-built drawings for work through the end of the previous calendar month;**
- (3) Failure to submit certified payrolls for work ending by the beginning of the previous calendar month; and,**
- (4) Failure to submit an update progress schedule during the previous calendar month.**

- (d) No payment by City hereunder shall be interpreted so as to imply that City has inspected, approved, or accepted any part of the work.
- (e) Unless otherwise provided, on or before making request for final payment of the undisputed, amount due under the Contract, contractor shall submit to City, in writing, all claims for compensation under or arising out of this contract. As a condition of final payment, the Contractor shall execute a release on a form approved by the City, in favor of the City, which shall release and discharged all claims which the Contractor has, claims to have, or which may be discovered in the future, except those identified by Contractor in writing on the form of release as unsettled.

Article 52. CHANGES AND EXTRA WORK.

- (a) City may, as provided by law and without affecting the validity of this Contract, order changes, modifications, deletions and extra work by issuance of written change orders from time to time during the progress of the Project, Contract sum being adjusted accordingly. All such work shall be executed under conditions of original Contract except that any claim for an extension of time caused thereby shall be adjusted at time of ordering such change.
- (b) In giving instruction, City shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with purposes of building. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from City, authorized by the City Engineer and/or by action of its City Council, and no claim for addition to Contract sum shall be valid unless so ordered.

(c) Value of any such extra work, change, or deduction shall be determined at the discretion of City in one or more of the following ways:

- (1) By acceptable lump sum proposal from Contractor; or
- (2) By unit prices contained in Contractor's original bid and incorporated in contract documents or fixed by subsequent agreement between City and Contractor; or
- (3) By cost of material and labor and percentage for overhead and profit. The following form shall be used as applicable by the City and Contractor to communicate proposed additions and deductions to Contract.

	EXTRA	CREDIT
a. Material (attached itemized quantity and unit cost plus sales tax)	_____	_____
b. Labor (attached itemized hours and rates)	_____	_____
c. P.L. and P.D., Workers; Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed 15% of Item b	_____	_____
d. Subtotal	_____	_____
e. Subcontractor's overhead and profit, Not To Exceed 10% of Item (d)	_____	_____
f. Subtotal	_____	_____
g. General Contractor's Overhead and Profit, not to exceed 15% of Item (f)	_____	_____
h. Subtotal	_____	_____
i. Bond Premium, not to exceed 1% of Item (h)	_____	_____
j. Total	_____	_____

(d) The overhead markup in subparagraph (c) above include all indirect, general, administrative, and unabsorbed overhead expenses. Contractor will be allowed the full amount of its labor burden and bond premium that it provides satisfactory proof of, up to, but not exceeding, the limits contained in subparagraph (c) above.

(e) If the Contractor should claim that any instruction, request, drawing, specifications, action, condition, omission, default, or other situation obligates the City to pay additional compensation to the Contractor or to grant an extension of time for the compensation of the Contract, or constitutes a waiver of any provision in the Contract, Contractor shall

notify the City, in writing, of such claim within ten (10) day period shall be deemed a waiver and relinquishment of such a claim against the City. If such notice be given within the specified time, the procedure for its consideration shall be as stated above in this article.

Article 53. COMPLETION.

- (a) The City shall accept completion of the Contract and have the Notice of Completion recorded when the entire work shall have been completed to the satisfaction of the City.
- (b) The work may only be accepted as complete by action of the City.

Article 54. ADJUSTMENTS OF CONTRACT PRICE.

- (a) If Contractor defaults or neglects to carry out the work in accordance with the contract documents or fails to perform any provision thereof, City may, after ten (10) days written notice to the Contractor and without prejudice to any other remedy it may have, make good such deficiencies.
- (b) The City shall adjust the total Contract price by reducing the amount thereof by the cost of making good such deficiencies. If City deems it inexpedient to correct work injured or not done in accordance with Contract provisions, and equitable reduction in the Contract price shall be made thereof.

Article 55. CORRECTION OF WORK.

- (a) Contractor shall promptly remove from premises all work identified by City as failing to conform to Contract whether incorporated or not. Contractor shall promptly replace and re-execute its own work to comply with contract documents without additional expense to City and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.
- (b) If Contractor does not remove such work within a reasonable time, fixed by written notice, City may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) days time thereafter, City may, upon ten (10) days written notice, sell such material at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

Article 56. EXTENSION OF TIME - LIQUIDATED DAMAGES.

- (a) Contractor shall be assessed the sum set forth in the Supplementary Conditions as liquidated damages for each and every day the work required under this contract remains unfinished past the time for completion, as set forth in the Agreement, and any extensions of time granted by the City to the Contractor under the terms of the contract documents.
THE CONTRACTOR AND CITY HEREBY AGREE THAT THE EXACT AMOUNT OF DAMAGES FOR FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED IS EXTREMELY DIFFICULT OR

IMPOSSIBLE TO DETERMINE. THE PARTIES AGREE THAT THE AMOUNT SET FORTH IN THE SUPPLEMENTAL GENERAL CONDITIONS REPRESENTS A FAIR AND REASONABLE SUBSTITUTE FOR THOSE DAMAGES. For purposes of this Article, the work shall be considered “complete” in accordance with the provisions of Article 53, Completion.

- (b) Contractor shall not be charged for liquidated damages, as set forth above, because of any delays in completion of work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including but not restricted to: acts of God, acts of public enemy, acts of Government, acts of City or any one employed by it or acts of another contractor in performance of a contract (other than this Contract) with City, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather or delays of subcontractor due to such causes. “Unusually severe weather” shall be defined as that which exceeds the normal seasonally expected averages. Contractor shall, within ten (10) days of beginning of any such delay (unless City grants in writing a further period of time to file such notice prior to date of final settlement of the Contract), notify City in writing of causes of delay; thereupon City shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the finding of fact justify such an extension. The City’s finding of fact thereon shall be final and conclusive on the parties hereto.

Article 57. PAYMENTS WITHHELD.

- (a) In addition to amount which City may retain under the Article entitled “Completion” and Article entitled “Payments,” City may withhold a sufficient amount (up to 125%) or amounts of any payment or payments otherwise due to Contractor, as in its judgment may be necessary to cover:
 - (1) Payments which may be past due and payable for just claims against Contractor or any subcontractors, or against and about the performance of work on the project under this Contract, including without limitation, payments made pursuant to the article entitled “Payments by Contractor.”
 - (2) The cost of defective work which Contractor has not remedied;
 - (3) Liquidated damages assessed against Contractor;
 - (4) Penalties for violation of labor laws;
 - (5) The cost of materials ordered by the City pursuant to the Article entitled “Materials”;
 - (6) The cost of completion of this Contract if there exists a reasonable doubt that this Contract can be completed for the balance then unpaid to Contractor;
 - (7) Site clean-up as provided in Article entitled “Cleaning Up.”
- (b) If the Contractor, at its own expense, removes, the reason for withholding, then payment shall be made for amounts withheld.
- (c) City may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, City shall make such payments on behalf of Contractor. If any payment is so made by City, then such amount shall be considered as payment made under Contract by City to Contractor and City shall not be liable to

Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. City will render Contractor an accounting of such funds disbursed on behalf of Contractor.

- (d) As an alternative to payment of such claims or obligations, City, in its sole discretion, may reduce the total Contract price as provided in the Article entitled "Adjustments to Contract Price."

Article 58. EXCISE TAXES.

If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the City, upon request, will execute documents necessary to show same.

Article 59. NO ASSIGNMENT.

Contractor shall not assign this Contract or any part thereof without the prior written consent of City. Assignment without such prior written consent shall be null and void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under said Contract in favor or all persons, firms or corporations rendering such service or supplying such materials to the extent that claims are filed pursuant to the Civil Procedure and shall also be subject to deductions for liquidated damages or withholding of payments as determined by the City in accordance with this Contract.

Article 60. NOTICE AND SERVICE THEREOF.

Any notice from one party to the other or otherwise under the Contract shall be in writing and shall be dated and signed by the party, or its duly authorized representative, giving such notice. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

- (1) If notice is given to City, by personal delivery thereof to City or by depositing same in United States mails, enclosed in a sealed envelope addressed to City, and sent by registered or certified mail with postage prepaid;
- (2) If notice is given to Contractor, by personal delivery thereof to said Contractor or to Contractor's superintendent at site of project, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at its regular place of business or at such address as may have been established for the conduct of work under this Contract, and sent by registered or certified mail with postage prepaid;
- (3) If notice is given to Surety or other person, by personal delivery or by depositing same in United States mails, enclosed in a sealed envelope, sent by registered or certified mail with postage prepaid.

Article 61. NO WAIVER

The failure of the City in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option any future occasion.

Article 62. OWNER'S RIGHT TO CARRY OUT THE WORK.

If Contractor defaults or neglects to carry out the work in accordance with the contract documents or fails to perform any provision of this Contract, the City may, after ten (10) days' written notice to Contractor and without prejudice to any other remedy he may have, made good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due Contractor the cost of correction such deficiencies, including the cost of any additional service made necessary by such default, neglect or failure. If the payments then or thereafter due Contractor are not sufficient to cover such amount, then Contractor shall pay the difference to the City within ten (10) days.

Article 63. INDEMNIFICATION.

The work shall be performed entirely at Contractor's risk and Contractor shall defend, indemnify and hold harmless the City or the County of Riverside and its elected officials, officers, agents, servants, representatives and employees from and against all loss, including loss of use, liability damage, claims demands, actions and proceedings, and all costs and expense connected therewith, including reasonable attorney's fee, of whatsoever cause of nature on account of any damage to or loss or destruction of any property, including employees of City, or injury to or death of any person, including employees of City, caused in whole or in part by any negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is cause in part by a party indemnified under the Contract. Contractor shall also defend, indemnify and hold City harmless from and against all claims and liens of all persons based upon the furnishing of labor and materials in connection with the performance of the work.

Article 64. HAZARDOUS MATERIALS.

In the event the Contractor encounter on the site material which it reasonable believes to be "hazardous material," as that term is defined by federal and state law, which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the City in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor if in fact the material is a "hazardous material," or when it has or been rendered, by written agreement of the City and Contractor, or in accordance with any federal or state agency having cognizance of the matter.

Article 65. MATERIAL SAFETY DATA SHEETS AND COMPLIANCE WITH PROPOSITION 65.

- (a) Contractor is required to insure that material safety data sheets are available in a readily accessible place at the work site, for any material requiring a material safety data sheet per the federal "hazard communication" standard, or employees' right-to-know law. The contractor is also required to insure proper labeling on any substance brought into the job site, and that any person working with the material, or within the general area of the material, is informed of the hazards of the substance and follows proper handling and protection procedures.
- (b) Contractor is required to comply with the provision of California Health and Safety Code section 25249, et seq., which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer. The Contractor agrees to familiarize itself with the provisions of this section, and to comply fully with its requirements.

Article 66. NON-UTILIZATION OF ASBESTOS MATERIAL.

- (a) NO ASBESTOS OR ASBESTOS-CONTAINING PRODUCTS SHALL BE USED IN THIS CONSTRUCTION OR IN ANY TOOLS, DEVICES, CLOTHING, OR EQUIPMENT USED TO EFFECT THIS CONSTRUCTION.
Asbestos and/or asbestos-containing products shall be defined as all items containing, but not limited to, chrysotile, amosite, anthophyllite, tremolite, and actinolite.
Any or all material containing greater than one-tenth of one percent (>.1%) asbestos shall be defined as asbestos-containing material.
All work or materials found to contain asbestos or work or material installed with asbestos-containing equipment will be immediately rejected and this work will be removed at no additional cost to the City.
- (b) Decontamination and removal of work found to contain asbestos or work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.
The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant, who shall have sole discretion and final determination in this matter.
The asbestos consultant shall be chosen and approved by the City, who shall have sole discretion and final determination in this matter.
The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.
- (c) Interface of work under this contract with work containing asbestos shall be executed by the Contractor at his risk and at his discretion, with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos-containing products. By execution of this Contract, the Contractor acknowledges the above and agrees to hold harmless City and its assigns for all asbestos

liability which may be associated with the is work and agrees to instruct his employees with respect to the above-mentioned standards, hazards, risks and liabilities.

Article 67. RECORDS RETENTION AND INSPECTION.

The Contractor and subcontractor(s) shall allow authorized Federal, State, County and/or City officials' access to the work area, fiscal, payroll, materials, and other relevant contract records. All relevant records must be retained for at least three years.

SECTION III - SUPPLEMENTAL GENERAL CONDITIONS

A. Specifications

The performance of the Contract, all materials supplied and all work performed shall be in accordance with the Standard Specifications for Public Works Construction, Current Edition, including supplements excepted as otherwise noted in this contract or on the project plans.

B. Contractor's Representative

The contractor's attention is directed to Section 7-6 of the Standard Specifications, the Contractor's Representative. Prior to the commencement of work, the Contractor shall submit, in writing, the name of his designated representative and alternate, if any. Failure of the Contractor's representative, or his alternate, to be present at the job site while construction is proceeding shall constitute suspension of the Contract and all work performed in the absence of the Contractor's representative, or alternate, is subject to rejection.

C. Activities/Submittals Required in Writing Prior to Commencement of Work

Prior to commencement of work on this project, the Contractor is required to execute the Agreement and submit all documents required by the Contract including, but not limited to:

1. Designation of Contractor's representative.
2. Certificates of Insurance.
3. Securities for performance and for labor and materials.
4. Underground Service Alert ticket number.
5. Certificate of Compliance or Certificate of Exemption from State of California Joint Apprenticeship Committee.
6. Photocopies of business licenses for contractor and all subcontractors.

Additionally, Contractor must obtain all permits and pay all required fees.

The City will issue a Notice to Proceed after the above requirements have been met.

D. Permits and Inspection Fee

Attention is directed to Section 7-5, Permits, of the Standard Specifications and to the following Special Provisions.

The Contractor and Subcontractors are required to obtain the City business license and pay all applicable fees. In addition, the contractor shall obtain a "No Fee" Public Works Permit; however he shall pay the issuance fee.

Permits

Public Works Permit

Business License

Fees

Issuance Fee (\$21.00)

Contractor to contact the City Business
License Office at (909) 922-3126 for fees

E. Potholing Requirements

The Contractor shall uncover and verify the location of utilities indicated to be within the limits of construction before excavation for improvements.

F. Disposal of Debris

All non-salvageable debris resulting from removals on this project shall be disposed of off-site at a legal site at the Contractor's expense. Pursuant to Subsection 300-2.6 of the Standard Specifications, the Contractor shall, upon request, file with the Engineer the written consent of the property owner of the property on which he intends to dispose of such material. If asbestos material is present, the Contractor shall contact the South Coast Air Quality Management District, 21865 E. Copley Drive, Diamond Bar, CA 91765-4182, 909 396-2900, for appropriate application and permit prior to removal and disposal.

G. Protection and Restoration of Existing Improvements

The Contractor shall be responsible for the protection of property and all improvements adjacent to the work, and shall restore the entire work area to its original condition after completion of the work. The requirements of Section 7-9 of the Standard Specifications shall apply. The costs to the Contractor for protecting, removing and restoring existing improvements to the satisfaction of the Engineer shall be included in the bid. All survey monuments and ties shall be protected in place. Contractor shall notify the City if any survey monuments or ties are disturbed or destroyed and replaced at Contractor's expense.

H. State of California Safety Requirements:

The Contractor's attention is directed to the Standard Specifications; Subsection 7-10.4.1, Safety Orders, and Subsection 306.1.1.6, Bracing Excavations, relative to the safety and protection of workers and excavations. As provided in said Subsection 7-10.4.1., payment for all work necessary to provide safety measures shall be included in the prices bid for other items of work. The Contractor shall submit to the City its State of Division of Industrial Safety Trenching Permit number.

I. Open Trench Operations

The maximum length of trench excavation shall be as prescribed in Subsection 306-1.1.2 of the Standard Specifications, except that at the end of each working day all trenches shall be backfilled, except where plating is approved by the City Inspector. Where plating is not allowed,

temporary asphalt, two (2)-inch minimum, shall be placed on trench where traffic is to have access and be maintained in a level safe condition at all time.

Contractor's requests for exceptions to the above requirements must be submitted in writing to the Engineer within two (2) working days.

J. Liquidated Damages

The City and Contractor hereby agree that in case all construction called for under the contract is not completed per contract allowed for completion, as extended by delays by the City, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual damages the city will sustain in the event of, and by reason of, such delay.

It is, therefore, agreed that such damages shall be presumed to be in the amount of **\$500.00 per calendar day**, and that the contractor will pay to the City, or City may retain from amounts otherwise payable to contractor, said amount for each day after failure to meet the requirements of the contract completion schedule herein.

K. Measurement and Payment

Partial and Final Payment

Replace the FIRST, SECOND, and THIRD paragraphs of Subsection 9-3.2 of the Standard Specifications with the following:

“Except as otherwise provided, the Contractor will be entitled to one payment for all work performed under the Contract. The Contractor shall submit to the Engineer a detailed estimate and invoice for his estimate of the total quantity and value of work completed. The Engineer will make the final determination as to the actual quantity and value of work completed for which payment will be made.”

Delivered Materials

Replace Subsection 9-3.3 of the Standard Specifications with the following Special Provisions:

“Unless a bid item is included in the Bid Schedule and/or unless otherwise called for in these Special Provisions, no payment will be made for materials and/or equipment delivered but not incorporated in the work.”

L. Contractor's Equipment

GENERAL – It shall be the Contractor's responsibility to provide equipment that is adequate for the performance of the work under this contract within the time specified. All equipment shall be kept in satisfactory operating condition, shall be capable of safely and efficiently performing the required work, and shall be subject to inspection and approval by the Owner's representative

at any time within the duration of the contract. All work hereunder shall conform to the applicable requirements of Cal-OSHA and OSHA Standards for Construction.

SEPARATE CONTRACTS – Whenever portions of the work hereunder are let under separate contracts, all of the provisions of the Section shall apply to each such prime contractor.

CONSTRUCTION LIGHTING – All work conducted at night or under conditions of deficient daylight shall be suitably lighted to insure proper work and to afford adequate facilities for inspection and safe working conditions.

M. Utilities

WATER SUPPLY – Water for construction purposes shall be furnished by the Contractor.

WATER CONNECTIONS – The Contractor shall not make connection to, or draw water from, any fire hydrant or pipeline without first obtaining permission of the authority having jurisdiction over the use of said fire hydrant or pipeline and from the agency owning the affected water system. For each such connection made, the Contractor shall first attach to the fire hydrant or pipeline a valve and a meter, if required by said authority, or a size and type acceptable to said authority and agency.

REMOVAL OF WATER CONNECTIONS – Before final acceptance of the work on the project, all temporary connections and piping installed by the Contractor shall be entirely removed, and all improvements shall be restored to their original condition, or better, to the satisfaction of the Engineer and to the agency owning the affected utility.

POWER – The Contractor shall provide, at his own expense, temporary power necessary for performing the work.

APPROVAL OF ELECTRICAL CONNECTIONS – All temporary connections for electricity shall be subject to approval of the Owner, and shall be removed in like manner at the Contractor's expense prior to final acceptance of the work.

N. Safety

GENERAL – Appropriate first aid facilities and supplies shall be kept and maintained by the Contractor at the site of the work. All persons within the construction area shall be required to adhere to all specified safety requirements. All employees of the Contractor and his subcontractor shall be provided with, and required to use, personal protective and life saving equipment as set forth in Article 3 and 24 of Cal-OSHA, and Subpart E of the OSHA Safety and Health Standards for Construction (29CFR 1926)

PUBLIC SAFETY – During the performance of the work the Contractor shall, erect and maintain temporary fences, bridges, railings, and barriers and shall take all other necessary precautions and place proper guards for the prevention of accidents and he shall erect and maintain suitable and sufficient lights and other signals if deemed necessary.

O. Explosives and Blasting

The use of explosives on the work will not be permitted.

P. Dust Abatement

The Contractor shall furnish all labor, equipment, and means required and shall carry out effective measures whenever and as necessary to prevent his operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals, or causing a nuisance to persons living in or occupying buildings in the vicinity. The Contractor shall be responsible for any damage resulting from any dust originating from his operations. The dust abatement measures shall be continued until the Contractor is relieved of further responsibility by the Engineer. No separate payment will be allowed for dust abatement measures and all costs shall be included in the Contractor's bid price.

Q. Rubbish Control

During the progress of the work, the Contractor shall clean the site of the work and other areas used by him weekly and shall keep the site in a neat and clean condition, and free from any accumulation of rubbish. The Contractor shall dispose of all rubbish and waste materials of any nature occurring at the work site, and shall establish regular intervals of collection and disposal of such materials and waste. He shall also keep his haul roads free from dirt, rubbish, and unnecessary obstructions resulting from the operations. Equipment and material storage shall be confined to areas approved by the Engineer. Disposal of all rubbish and surplus materials shall be off the site of construction, at the Contractor's expense, all in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and to the particular requirements of Subpart H, Section 1926.252 of the OSHA Safety and Health Standards for Construction.

R. Sanitation

TOILET FACILITIES – Fixed or portable chemical toilets shall be provided wherever needed for the use of employees. Toilet at construction job sites shall conform to the requirements of Subpart D, Section 1926.51 of the OSHA Standards for Construction.

SANITARY AND OTHER ORGANIC WASTES – The Contractor shall establish a regular daily collection of all sanitary and any organic wastes. All wastes and refuse from sanitary facilities provided by the Contractor or organic material wastes from any other source related to the Contractor's operations shall be disposed of away from the site in a manner satisfactory to the Engineer and in accordance with all laws and regulations pertaining thereto. Disposal of all such wastes shall be at the Contractor's expense.

S. Chemicals

All chemicals used during project construction or furnished for project operation, whether defoliant, soil sterilant, herbicide, pesticide, disinfectant, polymer, reactant or of other

classification, shall show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture. Use of all such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer.

T. Revisions to Section II – “General Conditions”

Article 1. “DEFINITIONS”, Section (h) shall be amended to read as follows:

- (h) Engineer “or City Engineer” means the “City of Banning Electrical Utility Department” Engineer, or other professional engaged by the City to design and oversee completion of the Project.

Article 20. “SUBMITTALS”, Section (a) shall be amended to read as follows:

- (a) Contractor shall check and verify all field measurements and shall submit, with such promptness as to cause no delay in its own work or in that of any other contractor, “one e-mailed copy” checked and approved by Contractor of all shop or setting drawings, schedules, and materials list required for the work of various trades. City Engineer shall review such schedules and drawings only for conformance with design concept of project and compliance with information given in contract documents, and return marked “no exceptions noted” or “rejected” with guidance as to required corrections within “three (3)” working days. Contractor shall make any correction required by City Engineer, file “one e-mailed” corrected “copy” with City Engineer, and furnish such other copies as may be needed for construction. City Engineer’s approval of such drawings or schedules shall not relieve Contractor from responsibility for deviations from drawings or specifications unless Contractor has, in writing, called City Engineer’s attention to such deviations at time of submission and secured City Engineer’s written approval, nor shall it relieve Contractor from responsibility for errors in shop drawings or schedules.

Article 21. “LAYOUT AND FIELD ENGINEERING” shall be amended to read as follows:

“All field engineering required for laying out this work and establishing grades for earthwork operations shall be furnished by “Contractor”.

Article 26. “SUBSTITUTIONS”, Section (a) shall be amended to read as follows:

- (a) Whenever in the specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating a description of material, process or article desired and shall be deemed to be followed by the words “or approved equal,” and Contractor may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified. If the material, process, or article offered by Contractor is not, in opinion of City, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified. Substitutions shall be submitted and approved during

the bidding phase of the project. No substitutes shall be made until approved, in writing, by City. Burden of proof as to equality of any material, process, or article shall rest with Contractor. Substitutions requested after the bidding phase of the project will be considered only when a product becomes unavailable due to no fault of Contractor or will result in substantial cost savings to the City. Provision authorizing submission of “or approved equal” jurisdiction of time of performance of this Contract.

Article 27. “SAMPLES” shall be removed in its entirety.

Article 28. “PROGRESS SCHEDULE” shall be removed in its entirety.

Article 48. “COST BREAKDOWN AND PERIODICAL ESTIMATES” shall be removed in its entirety.

Article 51. “PAYMENTS”, Section (a) shall be amended to read as follows:

- (a) No progress payments will be made in cash to the Contractor, unless the Contract duration is modified by change order to exceed sixty (60) calendar days. If such modification occurs, progress payments will be made in accordance with the provisions of these General Conditions and/or Specifications and on itemized estimates duly certified and approved by the Owner submitted in accordance therewith, based on labor and materials incorporated into said Work during the preceding month by the Contractor. Payment shall not be made more often than once each thirty (30) days. Final payment shall be made thirty-five (35) days subsequent to recordation of Notice of Completion. Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by Contractor on a form approved by City and filed before the fifth day of the calendar month. The monthly estimate shall be submitted to the City Engineer, for his written approval or disapproval prior to submission to the City. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release Contractor or Surety from any damages arising from such work or from enforcing each and every provision of this Contract, and City shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall not be entitled to have any payment estimated processed or be entitled to have any payment for work performed so long as any lawful or proper direction concerning work, or any portion thereof, given by the City shall remain uncomplished with.

SECTION IV – SPECIAL PROVISIONS

4.1 Scope of Work

The principal items of work includes the furnishing of all labor, materials, equipment, services, and incidentals necessary for installation of underground electrical utilities for improvements at 12th Street, Barbour Street, 16th Street and Westward Avenue in the City of Banning, California, as set forth in the Construction Documents which include, but are not limited to, the Drawings, Addenda and Specifications. The work shall be completed per the current Greenbook and the City of Banning Specifications.

4.2 Coordination

- a. City of Banning Electric Utility (COB) will act as the City's representative for administration of construction period services. COB will be the primary point of contact for the Contractor, with the exception of requesting daily inspections by the City. The COB Construction Manager (point of contact) shall be as follows:
 - i. Name: Brandon Robinson
 - ii. Email: brobinson@ci.banning.ca.us
 - iii. Office Phone: (951) 922-3263
- b. Coordinate construction activities, as required, with City's operation activities. Note: the City works a four day per week schedule, Monday through Thursday. Contractor may work on other days; however, Contractor's payment shall be reduced for City staff time required for inspections of Contractor's work.
- c. Maintain service to all customers during construction; outages are not anticipated to be required.
- d. Coordinate scheduling, submittals, and Work to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- e. Maintain the site in a clean and orderly condition daily. The Contractor is responsible for the legal disposal of all demolition, excess spoil, and clean-up materials.
- f. Maintain reasonable access to residences and businesses along the corridor of the Work. Notify tenants of impending construction activities 48 hours in advance and indicate if access to their property will be impacted and for what periods of time.

4.3 Work Schedule

- a. Substantial completion of the Project must be achieved no later than Sixty (60) calendar days following receipt of the written Notice to Proceed.
- b. Final completion shall occur no later than seven (7) calendar days following receipt of the Substantial Completion Punch List.

4.4 Project Schedule

- a. Prepare and submit a horizontal bar (Gantt) chart with a separate bar for each major portion of work or operation. Show the complete sequence of construction by activity, identifying work of separate stages and other logically grouped activities.
- b. Revise the schedule weekly to reflect any changes, if necessary.

4.5 Meetings

- a. The Construction Manager will facilitate a pre-construction meeting with the Contractor and City representatives prior to issuance of the Notice to Proceed.
- b. Once per week, throughout the duration of the project, the Contractor shall participate in a short conference call with the City and Construction Manager to discuss the status of the project and near term work activities.
- c. Additional meetings between the City and the Contractor may be held at the discretion of the City or Construction Manager as deemed necessary for the successful completion of the Project.

4.6 Submittals

- a. All construction submittals, as called for in the Contract Documents, shall be transmitted via email to the Construction Manager.
 - i. Include the following information on the transmittal cover sheet: Date, Project Title, Contractor name (and supplier reference, if applicable), Submittal Description, and Drawing or Specification reference.
 - ii. For files larger than 10 MB, access to an FTP site will be provided.
- b. Procedures:
 - i. Schedule and transmit submittals to expedite the Project.
 - ii. Clearly identify deviations from Contract document requirements.
 - iii. Contractor shall allow a minimum of three (3) working days from receipt by Construction Manager in which to properly review submittal. After review by Engineer, revise and resubmit as required. Allow a minimum of three (3) working days for each resubmittal. No extension of Contract Time will be authorized because of failure to transmit submittals to the Construction Manager sufficiently in advance of the Work to permit processing.

4.7 Substitutions

- a. Substitution requests shall be transmitted to the Construction Manager during the Bidding Phase of the project. It is the Contractor's responsibility to ascertain prior to bidding the acceptability of substitutes (i.e., materials considered by the City as "or equal" to the material identified in the Contract documents. No adjustment to the Contract price will be made for

Contractor's failure to seek approval of substitutes prior to submitting its bid, except as permitted herein.

- b. Substitutions requested after the bidding phase of the project will be considered only when a product becomes unavailable due to no fault of Contractor or will result in substantial cost savings to the City.
- c. Document each request with complete data substantiating compliance of proposed substitution with the Contract Documents.
- d. Request constitutes a representation that Contractor:
 - i. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified products;
 - ii. Will provide the same warranty for substitution as for specified product;
 - iii. Will coordinate installation and make other changes which may be required for work to be complete in all respects; and
 - iv. Waives claims for additional costs which may subsequently become apparent.
- e. The City will determine acceptability of the proposed substitution. Contractor will be notified of acceptance or rejection in writing within three (3) working days.
- f. Only one request for substitution will be considered for each product. When substitution is not accepted, provide specified product.

4.8 Measurement and Payment

- a. Indirect costs, such as supervision, overhead, profit, and general conditions specified in the Contract, shall be allocated to each bid item as applicable for the work defined in the bid item. No separate payment will be made to the Contractor for these costs.
- b. The bid items do not apply to work which is required due to damage by the Contractor.
- c. No unit of measurement shall apply to Lump Sum bid items. Measurement for Unit Price bid items shall be based upon actual quantities installed by the Contractor.
- d. Payment shall be based upon the installed quantities and unit prices in the Bid Schedule. Payment shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies and manufactured articles, and for all labor, operations and incidentals appurtenant to the items of work being described, as necessary to complete the work in accordance with the requirements of the Contract documents. No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices and amounts named in the Bid Schedule for the various items of work.

4.9 Modification Procedures

- a. The Engineer or City's Inspector will advise of minor changes in the Work not involving an adjustment to Contract Price or Contract Time by issuing a Field Order.

- b. The Construction Manager may issue a proposal request that includes a detailed description of a proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change, and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit an estimate within three (3) working days.
- c. The Contractor may propose a change by submitting a request for change to the Construction Manager describing the proposed change and its full effect on the Work, with a statement describing the reason for the change and the effect on the Contract Price and Contract Time with full documentation and, if appropriate, a statement describing the effect on Work by separate or other contractors.
- d. Execution of Change Orders: the Construction Manager will issue Change Orders for signatures of parties as provided in the General Conditions.

4.10 Design Clarifications

- a. Submit design clarifications to the Construction Manager for response. A response on the design clarification, including supporting sketches, modified drawings, or specifications will be issued by the Construction Manager. Note: the form is for clarification only; it is not a notice to proceed with any changed condition.

4.11 Quality Control/Quality Assurance

- a. The Contractor will maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality. All work and components shall comply with industry standards. Perform work by persons qualified to produce workmanship of specified quality. Comply with manufacturer's instructions in full detail, including each step in sequence. Should instructions conflict with Contract Documents, request clarification from Engineer before proceeding. All transportation and storage activities of materials shall be the responsibility of the Contractor.

4.12 Temporary Facilities and Utilities

- a. The Contractor shall provide any temporary facilities and utilities required to complete the Work, including electrical power, water, telephone and restroom requirements.
- b. Staging Area: Store materials and equipment in Contractor Staging Area. Do not store materials overnight or on non-working days in the work areas.
- c. Erosion and Sediment Control: Plan and execute construction by methods to control surface drainage from excavations. Prevent erosion and sedimentation.
- d. Noise Control: Provide methods, means, and facilities to minimize the noise from construction operations. Construction activity must occur between 7 a.m. and 6 p.m.
- e. Pollution Control:

- i. Water Pollution Control: Assure that petroleums, chemicals, or other contaminants will not enter existing drainage facilities and channels. Respond immediately to emergencies when water quality is threatened. Take corrective action to remove or contain pollutants until a permanent solution is determined.
- ii. Air Pollution Control: Equipment and vehicles that exhibit excessive exhaust emissions due to poor engine adjustments or inefficient operation will not be permitted to operate until corrective repairs or adjustments are made.
- iii. Removal of Utilities, Facilities and Controls: Remove temporary utilities, equipment, and facilities before Substantial Completion inspection.

4.13 Security

- a. Contractor shall be responsible for protection and safekeeping of all stored and installed material and products on site up to date of Substantial Completion.
- b. Provide barriers to safeguard the public from construction work.
- c. Provide security and facilities to protect Work areas from unauthorized entry, vandalism, theft, or damage from construction activities.

4.14 Materials and Equipment

- a. Transport, handle, and store materials and equipment in accordance with manufacturer's instructions. Deliver in dry, undamaged condition, in manufacturer's unopened packaging.
- b. Promptly inspect shipments to assure that materials and equipment comply with requirements, and products are undamaged. Replace damaged materials and equipment at no cost to City.

4.15 Record Drawings

- a. The Contractor shall submit to the Construction Manager two (2) complete sets of as-built drawings prior to the Substantial Completion inspection. Each set of the "as-builts" shall consist of a set of the Contract drawings, "marked-up" as required to represent the as-built conditions, and a set of the Contractor's shop drawings, similarly "marked-up" as required to represent the as-built conditions. The record drawings are subject to the City's review and approval. Correct and resubmit as required to incorporate review comments.

4.16 Project Closeout

- a. A Substantial Completion inspection will be conducted when the Contractor asserts in writing that the Project is complete. Record drawings and product data must be submitted prior to the Substantial Completion inspection.
- b. Final Completion requirements include successful correction of all "punch list" items (incomplete or defective items noted at the Substantial Completion inspection). Final Completion is required before the Contractor's payment application will be approved.
- c. Warranties and Bonds: Provide duplicate, notarized copies of all warranties, guarantees, and bonds required by the Contract Documents.

4.17 Traffic and Access

- a. The Contractor's attention is directed to the requirements of Traffic and Access, Street Closures, Detours, Barricades, of the Standard Specifications. All temporary street closure signs shall be approved by the City.
- b. The full width of the travel way shall be open for use by public traffic at all times when construction operations are not actively in progress.
- c. The Contractor shall cooperate with local authorities relative to handling traffic through the area, and shall make his own arrangements relative to keeping the working area clear of parked vehicles.
- d. Whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment, and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicles or piece of equipment. A minimum of nine (9) "Roadwork Ahead" or C24 "Shoulder Work Ahead" signs shall be mounted on telescoping flag tree with flags. The flag tree shall be located in accordance with the Street Closure plan.
- e. The Contractor shall provide sufficient signing and barricades to protect both the motoring public and construction personnel. All barricading and construction signing shall be in conformance with the "Work Area Traffic Control Handbook" as published by Building News, Inc., 3055 Overland Avenue, Los Angeles, California 90034, or the "State of California Department of Transportation Traffic Manual." Supplemental signing and barricading, should in the opinion of the City Engineer be required, to protect the public, shall be immediately erected by the Contractor. Electrical flashers shall be used at night as directed by the City.
 - i. Provide for necessary traffic control, including all signs, barricades, flashers, temporary "No Parking" signs and flagmen necessary to maintain proper control, as determined by the Engineer. Preparation of a Traffic Control Plan by the Contractor is also included.
 - ii. Construction of temporary curb drains, as necessary and determined by the City Inspector, to prevent ponding.
 - iii. Protection of utilities, structures, improvements, and other facilities within the construction zone, except those specifically shown on the plans to be removed or relocated.
 - iv. Protection of existing asphalt concrete pavement within the travel-ways of the project streets unless specifically indicated to be removed. The Contractor shall exercise extreme care with his operations so as not to damage the existing pavement. The Contractor shall repair, at his own expense, all pavement deemed solely by the Agency to have been damaged during the project by the Contractor.
 - v. Clean up of job site on a daily basis.
 - vi. Other items of work as directed in these Special Provisions.

4.18 Unclassified Excavation

- a. Unclassified Excavation shall include excavating, loading, stockpiling, hauling, and disposing of surplus material to the subgrade depth indicated on the plans or in the specifications, regardless of the thickness, or as directed by the City Engineer. It shall also include loading, hauling, placing and compacting of fill as required by Specifications and Appendix, or as directed by the City.

4.19 Pavement Restoration

- a. Prior to commencing A.C. overlay placement, the pavement shall be cleaned of all loose material that is present in sufficient amount to interfere with the work. Soil or aggregate oil pan drippings adhering to the pavement shall be loosened and removed. Power brooming shall be supplemented by hand brooming when necessary until the surface is free of deleterious material.
- b. Since high temperatures are required in the placement of A.C., the Contractor shall exercise care against possible injury or damage to existing gutters, trees, shrubbery and other improvements from damage. The smaller parkway trees shall be protected by shields and overhanging trees shall be sprayed with water to inhibit damage. Machines with an open flame exhaust will not be permitted. Existing improvements damaged by the A.C. operation shall be repaired or replaced to the satisfaction of the City Engineer at no cost to the City.
- c. All resurfaces that are being paved shall be subsequently paved, rolled, compacted, and finished at the end of the work day.
- d. The Base Material shall conform to the requirements of Section 301-2.2, 301-2.3, and 306-1.5.4, of the Standard Specifications (Greenbook).
- e. 301-2.3 Compacting
 - i. Rolling shall always be commenced along the edge of the area to be compacted and the roller shall gradually advance toward the center of the area to be compacted.
 - ii. Rollers shall be operated along lines parallel or concentric with the centerline of the road being constructed, and no material variation therefrom will be permitted. All rollers must be maintained in good mechanical condition.
 - iii. The relative compaction of each layer of compacted base material shall not be less than 95 percent, except in the areas back of curb (under sidewalks and driveways). Compaction in the excepted areas shall be as specified in 211-1 with each layer of compacted base material having a minimum relative compaction of 90 percent.
 - iv. The surface of the finished aggregate base at any point shall not vary more than 0.02 foot above or below the grade established by the Engineer.
 - v. Base which does not conform to the above requirements shall be reshaped or reworked, watered, and thoroughly recompact to conform to the specified requirements.
- f. 306-1.5.4 Base Course for Asphalt Concrete Placement

- i. The base course shall be a B or C gradation and shall be placed by either a spreader box, paving machine or “shoe” attachment.
 - ii. For trenches less than 1 m (3 ft) wide and individual excavations or bore holes having an area of less than 5 m² (50 ft²), the base course pavement shall be placed in such a manner as to obtain the specified density and smoothness.
 - iii. The compacted surface shall not deviate from the planned base course elevation by more than 1/4 in.
 - iv. The contractor shall place base material at the locations and depths as shown in Exhibit “A”, “Street Paving List”. Any discrepancies or changes shall be as directed by the City.
- g. Asphalt Concrete Class C2-AR 4000 shall conform to the requirements of sections 203-6 and 302-5 of the Standard Specifications (Greenbook), as modified by these Special Provisions.
- h. 302-5.5 Distribution and Spreading. Add the following, including new Subsection 302-5.5.1.
 - i. At those locations where new asphalt concrete pavement overlay joins existing asphalt pavement, the Contractor shall rake out all aggregate 3/8-inch or larger and feather the new paving to form a smooth transition to join the existing pavement. For entire new sections of A.C. and base (as shown in Exhibit “A”) sawcutting shall be required and included in the A.C. Pavement/Overlay, Bid Item Price. The sawcutting will occur at a minimum (Public Works Inspector determines) 12 inches from the edge of pavement where the new street section is to be constructed. All edges shall be tack coated.
 - ii. A minimum of two courses shall be laid for all asphalt concrete pavements of three inches or thicker. The base course shall be two inches thick and shall be Class B-AR4000. The finish course shall be one inch thick and shall be Class C2-AR4000. The base course may be blade graded. The finish course shall be machine placed.
 - iii. The Contractor shall pour curb and gutter prior to new asphalt concrete and base material in areas of dirt that will be graded and filled with base material and asphalt concrete.
- i. Payment for all pavement preparation, including removing existing dirt/rock areas located within the street limits (and where the street currently needs to be expanded); tack coat; distribution, spreading, and compacting; labor; equipment; and material; and doing all other appurtenant work shall be deemed as included in the unit price bid for Asphaltic Concrete Pavement/Overlay and no additional compensation shall be allowed.
- j. A tack coat shall be applied uniformly upon the existing pavement prior to placing the asphalt concrete overlay, and as stated in Section 302-5.4 “Tack Coat” of the Greenbook. The tack coat shall be SS-1h emulsified asphalt in accordance with Section 302-5.3. The pavement surface to be covered shall be free of water, foreign material, vegetation or dust before application of the tack coat.
- k. The tack coat shall be sprayed at a minimum rate of 0.05 gallon per square yard with an asphalt distributor. Hand spraying shall be kept at a minimum. Prior to the application of the tack coat, existing cracks or holes 1/4" or larger shall be cleaned of all dirt and filled or

repaired with slurry, or a combination of AR4000 liquid asphalt and sand as approved by the Engineer. Said tack coat shall not be applied until completion and curing of crack sealing.

Caution:

All existing street traffic signal facilities (i.e. loop system) shall be protected in place during the course of this project. Any damage shall be repaired by the Contractor.

4.20 Construction of Concrete Curbs, Sidewalks, Gutters, Cross Gutters, Spandrels, Alley Intersections, Access Ramps and Driveway Approaches

- a. Construction of concrete curbs, gutters, and sidewalks, spandrels, etc., shall conform to the City's Standard Specifications, and Section 303-5 of the Standard Specifications, as modified by the Standard Plans and herein.
- b. Payment for concrete curb and gutter, concrete sidewalks, driveways, cross gutters, etc., shall be made at the contract unit price bid per linear foot and square foot respectively and shall include full compensation for furnishing all labor, materials, tools and equipment necessary to construct these items of work complete and in place. Curb and gutter transitions will be measured as standard curb and gutter for the purposes of payment. Curb depressions and access ramps shall be measured as the respective standard curb and gutter or sidewalk for the purpose of payment and no additional compensation will be allowed. 4" of aggregate Class II base shall be placed under the curb, gutter, driveway, spandrel, access ramps and cross gutters. The payment for the aggregate Class II base material under this section shall be included in the unit bid price for each individual curb, gutter, driveway approach, spandrel, access ramp and cross gutter, etc.